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BOARD OF SUPERVISORS

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May 20, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 May 27, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO EXECUTE RENEWAL CONTRACTS FOR VARIOUS ALCOHOL AND OTHER
DRUG PREVENTION SERVICES AND ONE RENEWAL CONTRACT FOR PROGRAM
EVALUATION SERVICES TO EXTEND THE CONTRACT TERM (ALL SUPERVISORIAL
DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute 42 renewal contracts for the provision of various alcohol and other drug prevention services and one renewal contract for the provision of prevention system program evaluation services.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute renewal contracts, substantially similar to Exhibit I, with the eight contractors listed in Attachment A, including one sole source contract, effective July 1, 2014 through June 30, 2016, for the continued provision of Alcohol and Other Drug Prevention Services (AODPS)–Environmental Prevention Services (EPS), at a total County maximum obligation of \$6,800,000 (as detailed in Attachment A); 100 percent offset by federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds.
2. Approve and instruct the Director of DPH, or his designee, to execute renewal contracts, substantially similar to Exhibit I, with the 31 contractors listed in Attachment A, including two sole source contracts, effective July 1, 2014 through June 30, 2016, for the continued provision of AODPS–Comprehensive Prevention Services (CPS), at a total County maximum obligation of \$12,400,000 (as detailed in Attachment A); 100 percent offset by federal SAPT Block Grant funds.

3. Approve and instruct the Director of DPH, or his designee, to execute a renewal contract, substantially similar to Exhibit I, with Behavioral Health Services Inc. (BHS), effective July 1, 2014 through June 30, 2017, for the continued provision of AODPS–CPS in Hollywood, at a total County maximum obligation of \$1,400,000; 100 percent offset by federal SAPT Block Grant funds.
4. Approve and instruct the Director of DPH, or his designee, to execute a sole source renewal contract, substantially similar to Exhibit I, with the Los Angeles County Office of Education (LACOE), effective July 1, 2014 through June 30, 2016, for the continued provision of AODPS–Friday Night/Club Live (FNL) services, at a total County maximum obligation of \$418,860; 100 percent offset by federal SAPT Block Grant funds.
5. Approve and instruct the Director of DPH, or his designee, to execute a renewal contract, substantially similar to Exhibit I, with the Institute for Public Strategies (IPS), effective July 1, 2014 through June 30, 2016, for the continued provision of AODPS–Strategic Prevention Framework State Incentive Grant (SPF-SIG) services in Santa Monica, at a total County maximum obligation of \$190,000; 100 percent offset by federal SPF-SIG Grant funds.
6. Approve and instruct the Director of DPH, or his designee, to execute a sole source renewal contract, substantially similar to Exhibit II, with the University of Southern California (USC), effective July 1, 2014 through June 30, 2017, for the continued provision of cross-site evaluation of the contracted substance abuse prevention system of services and the addition of a school-based survey, at a total County maximum obligation of \$1,450,000; 100 percent offset by federal SAPT Block Grant funds.
7. Delegate authority to the Director of DPH, or his designee, to execute amendments to the contracts referenced above that allow the rollover of unspent contract funds; provide an internal reallocation of funds between budgets, as applicable, up to 10 percent of each term's annual base maximum obligation; and/or provide an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).
8. Delegate authority to the Director of DPH, or his designee, to execute change notices to the contracts that authorize modifications to or within budget categories within each budget if applicable, up to an adjustment between all budget categories equal to 10 percent of each term's annual base maximum obligation, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or correction of errors in the contract's terms and conditions.
9. Delegate authority to the Director of DPH, or his designee, to annually adjust Contractor's fee-for-service reimbursement rate(s) herein up to 10 percent of the existing rate, if needed; for the AODPS-EPS, AODPS-CPS, and FNL contracts. Any adjustments to the reimbursement rate(s) will be based on a case-by-case analysis conducted by DPH to determine whether the cost to provide these services justifies a rate adjustment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendations 1 through 5 will allow DPH to execute 42 renewal contracts for the continuation of various AODPS to change the social norms and community conditions that contribute

to substance use and abuse among youth and young adults.

Of the 42 prevention services contracts recommended for renewal, eight will provide AODPS-EPS focusing on reducing alcohol availability and accessibility through the use of environmental prevention efforts directed toward changing policies and practices related to alcohol use within Los Angeles County (County); 32 will provide AODPS-CPS focusing on both community and individual level services to decrease alcohol and other drug use, especially among youth and young adults; one will provide AODPS-FNL school-based substance abuse prevention services focusing on community, individual, and classroom level services among school-age youth; and one will provide AODPS SPF-SIG services focusing on reducing alcohol availability and accessibility through collaborative efforts with the Santa Monica Police Department.

Approval of Recommendation 3 will allow DPH to execute a renewal contract with BHS for a three-year term to provide AODPS-CPS services in the Hollywood area. On November 15, 2012, services to this area ceased as a result of the termination of the AODPS-CPS contract with The Los Angeles Free Clinic (The Free Clinic). On February 4, 2014, your Board approved increasing the contractual maximum obligation of the existing AODPS-CPS contract with BHS to address the gap in services in the Hollywood area of Service Planning Area (SPA) 4 resulting from the termination of the AODPS-CPS contract with The Free Clinic. The third year will allow BHS to complete the provision of services to this area which was delayed as a result of the contract termination.

Approval of Recommendation 6 will allow DPH to execute a renewal contract with USC for a three-year term to conduct the ongoing cross-site evaluation of the contracted substance abuse prevention system of services to: 1) determine effectiveness and achievement of outcomes; 2) assist in determining the degree to which services were implemented as intended, and 3) to modify the program design as needed. The additional funds for fiscal years (FYs) 2014-15 and 2015-16 are to develop and conduct a school-based survey to better understand youth substance use trends. Preparation for the survey includes finalizing the sampling plan, recruiting individual schools for participation, preparing data collection protocols, and developing and pilot testing the survey. The data resulting from this project will provide a baseline for evaluating long-term outcomes of the prevention services initiative and become the basis for an ongoing surveillance system.

Future prevention program evaluation services will be secured through Work Order Solicitations released to qualified vendors on DPH's Master Agreement for as-needed evaluation services.

Approval of Recommendation 7 will allow DPH to execute amendments to contracts to rollover unspent funds; internally reallocate funds between budgets, if applicable, up to 10 percent of the annual base maximum obligation; and/or increase or decrease funding up to 10 percent above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary.

Recommendation 7 will also enable DPH to amend contracts to allow for the provision of additional units of funded services that are above the service level identified in the current contract and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay a contractor beyond what is identified in the original executed contract, the County may determine that the Contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost.

Approval of Recommendation 8 will allow DPH to execute change notices to the contracts that authorize modifications to or within budget categories within each budget, if applicable, up to an adjustment between all budget categories equal to 10 percent of each term's annual base maximum obligation, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

Approval of Recommendation 9 will allow DPH to consider adjustments to the fee-for-service contract reimbursement rates on an annual basis. Any adjustments to reimbursement rates will be based on a cost analysis, conducted by DPH accounting and finance staff, to determine whether the cost to provide these services justifies a rate adjustment.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan

FISCAL IMPACT/FINANCING

The total cost for the 43 renewal contracts is \$22,658,860 (\$11,029,430 for FY 2014-15, \$11,129,430 for FY 2015-16, and \$500,000 for FY 2016-17); fully offset by federal SAPT Block Grant and SPF-SIG Grant funds. Attachment B is a funding summary for the various services to be provided under these recommended contracts.

Funding for these contracts has been included in DPH's FY 2014-15 Recommended Budget and will be requested in future years, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Attachment C is a listing of the executive directors of the recommended agencies.

County Counsel has approved Exhibits I, and II, as to form.

CONTRACTING PROCESS

On December 6, 2011, as a result of a competitive solicitation process, your Board approved 39 AODPS EPS and CPS contracts for the provision of prevention services. The solicitation process allocated a specific number of EPS and CPS agreements for each SPA. However, the lack of submissions from qualified proposers resulted in one less EPS agreement in SPA 2 and one less CPS agreement in SPA 1 than allocated. Therefore, to maximize available funding and ensure adequate availability of services in accordance with the solicitation provisions, San Fernando Valley Partnership, Inc., LACOE, and Pueblo Y Salud, Inc. were selected for sole source agreements based on their experience providing AOD services in the specified SPA. LACOE was also selected for a sole source contract for the provision of FNL services, in part due to its direct affiliation with local schools, as the only local agency with experience providing FNL and the adjunct services provided under AODPS-CPS. USC was selected for a sole source agreement to conduct a cross-site evaluation of the contracted substance abuse prevention system of services.

On February 4, 2014, your Board authorized amendments to: 1) the AODPS-CPS contract with BHS to address the gap in services in the Hollywood area resulting from the termination of an AODPS-CPS contract with The Los Angeles Free Clinic; and 2) the AODPS contract with IPS to provide additional services in the Santa Monica area, 100 percent offset by federal SPF-SIG grant funds.

On May 6, 2014, your Board authorized the execution of 15 Master Agreements for the provision of evaluation services. Future prevention program evaluation services will be secured through Work Order Solicitations released to the Master Contractors

DPH is in the process of developing a solicitation for substance abuse prevention services which is anticipated to be released in 2015.

Attached are the initial signed Sole Source Checklists for San Fernando Valley Partnership, Inc. (Attachment D), Pueblo Y Salud, Inc. (Attachment E), LACOE FNL services (Attachment F), LACOE CPS (Attachment G), and USC cross-site evaluation services (Attachment H).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to ensure that alcohol and other drug prevention services will continue without interruption throughout the County.

Respectfully submitted,

A handwritten signature in blue ink that reads "Jonathan E. Fielding". The signature is written in a cursive, flowing style.

JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer

JEF:WF:ld

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
SUBSTANCE ABUSE PREVENTION AND CONTROL
ALCOHOL AND OTHER DRUG PREVENTION SERVICES (AODPS)

ATTACHMENT A
Page 1 of 2

No.	Contractor Name	SPA Served	Supervisory District Served	Contract No.	FY 2014-15 Funding	FY 2015-16 Funding	FY 2016-17 Funding	TOTAL
AODPS - ENVIRONMENTAL PREVENTION SERVICES (EPS)								
RECOMMENDATION NUMBER 1								
1	Asian American Drug Abuse Program, Inc.	8	2	PH-001997-B	\$444,997	\$444,997	\$0	
2	California Hispanic Commission on Alcohol and Drug Abuse, Inc.	7	1	PH-001998-B	\$430,217	\$430,217	\$0	
3	Community Coalition for Substance Abuse Prevention and Treatment	6	2	PH-001999-B	\$509,431	\$509,431	\$0	
4	Day One, Inc.	3	1, 5	PH-002000-B	\$435,876	\$435,876	\$0	
5	Institute for Public Strategies	5	2, 3	PH-002001-B	\$328,042	\$328,042	\$0	
6	Koreatown Youth and Community Center, Inc.	4	1, 2	PH-002002-B	\$451,646	\$451,646	\$0	
7	Tarzana Treatment Centers, Inc.	1	5	PH-002003-B	\$338,625	\$338,625	\$0	
8	San Fernando Valley Partnership, Inc. (Sole Source)	2	3, 5	PH-002004-A	\$461,166	\$461,166	\$0	
					\$3,400,000	\$3,400,000	\$0	\$6,800,000

AODPS - COMPREHENSIVE PREVENTION SERVICES (CPS)								
RECOMMENDATION NUMBER 2								
1	Asian American Drug Abuse Program Inc.	8	4	PH-001997-A	\$200,000	\$200,000	\$0	\$0
2	Avalon-Carver Community Center	6	2	PH-002006-A	\$200,000	\$200,000	\$0	\$0
3	California Hispanic Commission on Alcohol and Drug Abuse, Inc.	7	1	PH-001998-A	\$200,000	\$200,000	\$0	\$0
4	Cambodian Association of America	8	4	PH-002009-A	\$200,000	\$200,000	\$0	\$0
5	Children's Hospital Los Angeles	4	1	PH-002010-A	\$200,000	\$200,000	\$0	\$0
6	City of Pasadena Public Health Department	3	5	PH-002011-A	\$200,000	\$200,000	\$0	\$0
7	Clare Foundation, Inc.	5, 8	2, 3, 4	PH-002012-A	\$200,000	\$200,000	\$0	\$0
8	Community Coalition for Substance Abuse Prevention and Treatment	6	2	PH-001999-A	\$200,000	\$200,000	\$0	\$0
9	Day One, Inc.	3	5	PH-002000-A	\$200,000	\$200,000	\$0	\$0
10	Didi Hirsch Psychiatric Service	2	5	PH-002015-A	\$200,000	\$200,000	\$0	\$0
11	Helpline Youth Counseling, Inc.	7	4	PH-002016-A	\$200,000	\$200,000	\$0	\$0
12	Institute for Public Strategies	4, 5	2, 3	PH-002001-A	\$200,000	\$200,000	\$0	\$0
13	Jewish Family Service of Los Angeles	3, 4	3, 5	PH-002018-A	\$200,000	\$200,000	\$0	\$0
14	Koreatown Youth and Community Center, Inc.	4	2	PH-002002-A	\$200,000	\$200,000	\$0	\$0
15	Los Angeles County Office of Education (sole source)	7	1, 4	PH-002038-A	\$200,000	\$200,000	\$0	\$0
16	MJB Transitional Recovery, Inc.	6	2	PH-002020-A	\$200,000	\$200,000	\$0	\$0
17	National Council on Alcoholism and Drug Dependence of East San Gabriel and Pomona Valleys Inc.	3	1, 5	PH-002012-A	\$200,000	\$200,000	\$0	\$0
18	National Council on Alcoholism and Drug Dependence of San Fernando Valley Inc.	2	3, 5	PH-002022-A	\$200,000	\$200,000	\$0	\$0
19	Pacific Clinics	3	1, 5	PH-002023-A	\$200,000	\$200,000	\$0	\$0
20	People Coordinated Services of Southern California	6	2	PH-002024-A	\$200,000	\$200,000	\$0	\$0
21	Phoenix Houses of Los Angeles, Inc.	2	3	PH-002025-A	\$200,000	\$200,000	\$0	\$0
22	Prototypes, Centers for Innovation in Health, Mental Health, and Social Services	3	1	PH-002026-A	\$200,000	\$200,000	\$0	\$0
23	Pueblo Y Salud, Inc.	2	3	PH-002027-A	\$200,000	\$200,000	\$0	\$0
24	Pueblo Y Salud, Inc. (sole source)	1	5	PH-002037-A	\$200,000	\$200,000	\$0	\$0
25	Social Model Recovery Systems, Inc.	4	2	PH-002028-A	\$200,000	\$200,000	\$0	\$0
26	South Central Prevention Coalition	6	2	PH-002030-A	\$200,000	\$200,000	\$0	\$0
27	SPIRITT Family Services, Inc.	7	4	PH-002031-A	\$200,000	\$200,000	\$0	\$0
28	Tarzana Treatment Centers, Inc.	2	3, 5	PH-002003-A	\$200,000	\$200,000	\$0	\$0
29	The Wall Las Memorias Project	7	1	PH-002034-A	\$200,000	\$200,000	\$0	\$0
30	Volunteers of America of Los Angeles	6	2	PH-002035-A	\$200,000	\$200,000	\$0	\$0
31	Watts Health Care Corporation	6	2	PH-002036-A	\$200,000	\$200,000	\$0	\$0
Total:					\$6,200,000	\$6,200,000	\$0	\$12,400,000

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
SUBSTANCE ABUSE PREVENTION AND CONTROL
ALCOHOL AND OTHER DRUG PREVENTION SERVICES (AODPS)

ATTACHMENT A
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No.	Contractor Name	SPA Served	Supervisory District Served	Contract No.	FY 2014-15 Funding	FY 2015-16 Funding	FY 2016-17 Funding	TOTAL
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AODPS - COMPREHENSIVE PREVENTION SERVICES (CPS)

RECOMMENDATION NUMBER 3

1	Behavioral Health Services, Inc.	8	4	PH-002007-A	\$200,000	\$200,000	\$0	\$0
	Behavioral Health Services, Inc.	8	4	PH-002007-B	\$200,000	\$200,000	\$0	\$0
	Behavioral Health Services, Inc.	4	2, 3	PH-002007-C	\$200,000	\$200,000	\$200,000	\$200,000
Total:					\$600,000	\$600,000	\$200,000	\$1,400,000

AODPS - FRIDAY NIGHT LIVE/CLUB (FNL) SOLE SOURCE

RECOMMENDATION NUMBER 4

1	Los Angeles County Office of Education	All	All	PH-002039-A	\$209,430	\$209,430	\$0	\$0
Total:					\$209,430	\$209,430	\$0	\$418,860

AODPS - STRATEGIC PREVENTION FRAMEWORK STATE INCENTIVE GRANT (SPF-SIG)

RECOMMENDATION NUMBER 5

1	Institute for Public Strategies	5	3	PH-002001-C	\$95,000	\$95,000	\$0	\$0
Total:					\$95,000	\$95,000	\$0	\$190,000

AODPS - EVALUATION SERVICES (ES) SOLE SOURCE

RECOMMENDATION NUMBER 6

1	University of Southern California - Department of Preventive Medicine	All	All	PH-002040-A	\$525,000	\$625,000	\$300,000	\$0
Total:					\$525,000	\$625,000	\$300,000	\$1,450,000

TOTAL AODPS PROGRAM COST

AODPS EPS, CPS, FNL, SPF-SIG and ES	\$11,029,430	\$11,129,430	\$500,000	\$22,658,860
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COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
SUBSTANCE ABUSE PREVENTION AND CONTROL
ALCOHOL AND OTHER DUG PREVENTION SERVICES (AODPS)
EXECUTIVE DIRECTORS

ATTACHMENT C

#	Corporate Name	Executive Director	Corporate Address	City	State	Zip	Phone	FAX
1	Asian American Drug Abuse Center	Mike Watanabe, MSW	2900 Crenshaw Boulevard	Los Angeles	CA	90016	(323) 293-6284	(323) 295-4075
2	Avalon-Carver Community Center	Lawrence E. Rodgers	4920 South Avalon Boulevard	Los Angeles	CA	90011	(323) 232-4391	(323) 234-1008
3	Behavioral Health Services, Inc.	Henry van Oudheusden, MA, MSW	15519 South Crenshaw Boulevard	Gardena	CA	90249	(310) 679-9126	(310) 679-2920
4	California Hispanic Commission on Alcohol and Drug Abuse, Inc.	James Z. Hernandez	1419 21st Street	Sacramento	CA	95811-5208	(916) 443-5473	(916) 443-1732
5	Cambodian Association of America	Kimthai Kuoch	2390 Pacific Avenue	Long Beach	CA	90806	(562) 988-1863	(562) 988-1475
6	Children's Hospital, Los Angeles	Tara Reed	P.O. Box 27980, Mail Stop #2	Los Angeles	CA	90027-0980	(323) 361-2463	(323) 913-7951
7	City of Pasadena Public Health Department	Eric Walsh, M.D., MPH	1845 North Fair Oaks Avenue, Room 1110	Pasadena	CA	91103	(626) 744-6166	(626) 744-6113
8	Clare Foundation, Inc.	Nicholas Vrataric	909 Pico Boulevard	Santa Monica	CA	90405	(310) 314-6200	(310) 396-6974
9	Community Coalition for substance Abuse Prevention and Treatment	Marqueece Harris-Dawson	8101 South Vermont Avenue	Los Angeles	CA	90044	(323) 750-9087	(323) 750-9640
10	Day One	Christy Zamani	175 North Euclid Avenue	Pasadena	CA	91101	(626) 229-9750	(626) 792-8056
11	Didi Hirsch Psychiatric Service	Kita S. Curry, Ph.D.	4760 South Sepulveda Boulevard	Culver City	CA	90230	(310) 390-6612	(310) 398-5690
12	Helpine Youth Counseling, Inc.	Jeffrey S. Farber	12440 East Firestone Boulevard, Suite 1000	Norwalk	CA	90650	(562) 864-3722	(562) 864-4596
13	Institute for Public Strategies	James Baker	2615 Camino Del Rio South, Suite 300	San Diego	CA	92108	(619) 476-9100	(619) 476-9104
14	Jewish Family Services of Los Angeles	Paul S. Castro	3580 Wilshire Boulevard, Suite 700	Los Angeles	CA	90010	(323) 761-8800	(323) 761-8801
15	Koreatown Youth and Community Center, Inc.	Johng Ho Song	3727 West 6th Street, Suite 300	Los Angeles	CA	90020	(213) 365-7400	(213) 927-0017
16	Los Angeles County Office of Education	Arturo Delgado, Ed.D.	9300 East Imperial Highway	Downey	CA	90242-2890	(562) 803-8291	(562) 803-8222
17	MJB Transitional Recovery, Inc.	Darrell Nelms	11152 South Main Street	Los Angeles	CA	90061	(323) 777-2491	(323) 777-0426
18	National Council on Alcoholism and Drug Dependence of East San Gabriel and Pomona Valleys, Inc.	Cheryl Ruedi	4626 North Grand Avenue	Covina	CA	91724-2052	(626) 331-5316	(626) 332-2219
19	National Council on Alcoholism and Drug Dependence of the San Fernando Valley, Inc.	Jan Frost	6166 Vesper Avenue	Van Nuys	CA	91411-2851	(818) 997-0414	(818) 997-0851

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
SUBSTANCE ABUSE PREVENTION AND CONTROL
ALCOHOL AND OTHER DUG PREVENTION SERVICES (AODPS)
EXECUTIVE DIRECTORS

ATTACHMENT C

#	Corporate Name	Executive Director	Corporate Address	City	State	Zip	Phone	FAX
20	Pacific Clinics	Susan Mandel, Ph.D.	800 South Santa Anita Avenue	Arcadia	CA	91006-3555	(626) 254-5000	(626) 294-1077
21	Peopole Coordinated Services of Southern California	Virgie P. Walker	1221 South Western Avenue	Los Angeles	CA	90006	(323) 735-1231	(323) 735-7059
22	Phoenix Houses of Los Angeles, Inc.	Pouria Abbasi	11600 Eldridge Avenue	Lake View Terrace	CA	91342	(818) 686-3011	(818) 896-4859
23	Prototypes, Centers for Innovation in Health, Mental Health, and Social Services	Cassandra Loch, LCSW, MBA	1000 North Alameda Street, Suite 390	Los Angeles	CA	90012	(213) 542-3838	(213) 225-0085
24	Pueblo Y Salud, Inc.	Ruben Rodriguez	1024 North Maclay Avenue, Suite M-13	San Fernando	CA	91340	(818) 837-2272	(818) 837-2271
25	San Fernando Valley Partnership, Inc.	Albert Melena	1131 Celis Street	San Fernando	CA	91340	(818) 837-7767	(818) 837-9117
26	Social Model Recovery Systems, Inc.	James L. O'Connell	223 East Rowland Street	Covina	CA	91723	(626) 332-3145	(626) 974-4164
27	South Central Prevention Coalition	Sharon R. Blackburn	3450 West 43rd Street, Suite 102	Los Angeles	CA	90008	(323) 291-6212	(323) 294-1686
28	Spiritt Family Services, Inc.	Elvia Torres, LMFT	13135 Barton Road	Whittier	CA	90605	(562) 903-7000	(562) 903-7677
29	Tarzana Treatment Centers, Inc.	Albert Senella	18646 Oxnard Street	Tarzana	CA	91356	(818) 654-3815	(818) 996-3051
30	The Wall - Las Memorias Project	Richard L. Zaldivar	111 North Avenue 56	Los Angeles	CA	90022	(323) 257-1056 Ext. 27	(323) 257-1095
31	University of Southern California - Department of Preventive Medicine	Luanne Rohrbach, Ph.D., M.P.H.	2001 North Soto Street, Room 302V	Los Angeles	CA	90032	(323) 442-8237	None
32	Volunteers of America of Los Angeles	Robert Pratt	3600 Wilshire Boulevard, #1500	Los Angeles	CA	90010	(213) 389-1500	(213) 358-7599
33	Watts Healthcare Corporation	William D. Hobson, Jr.	10300 South Compton Avenue, Suite 302	Los Angeles	CA	90002	(323) 564-4331	(323) 563-6398

**DEPARTMENT OF PUBLIC HEALTH
ALCOHOL AND OTHER DRUG PREVENTION SERVICES**

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STANDARD EXHIBITS

- Exhibit A – Statement(s) of Work
- Exhibit B – Scope(s) of Work (Intentionally Omitted)
- Exhibit C – Contract Maximum Obligation
- Exhibit D – Contractor's EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)

UNIQUE EXHIBITS

- Exhibit G – Charitable Act Compliance

ALCOHOL AND OTHER DRUG PREVENTION SERVICES

THIS CONTRACT is made and entered into this _____
day of _____, 2014,

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

(hereafter "Contractor")

WHEREAS, California Health and Safety Code Section 101025 places upon County's Board of Supervisors ("Board"), the duty to preserve and protect the public's health; and

WHEREAS, California Health and Safety Code Section 101000 requires County's Board to appoint a County Health Officer, who is also the Director of County's Department of Public Health ("DPH" or "Department"), to provide services directed toward the prevention or mitigation of communicable and infectious diseases within the jurisdiction of County; and

WHEREAS, the term "Director" as used herein refers to the County's Director of DPH, or his duly authorized designee; (hereafter jointly referred to as "Director"); and

WHEREAS, County is authorized by Government Code Section 31000 to contract for these services, and

WHEREAS, this Contract is contemplated and authorized by Division 10.5 of the California Health and Safety Code commencing with Section 11750, 11758.10, and

11758.20; Title 9 of the California Code of Regulations ("CCR"), Division 4; Government Code Section 26227; and to the extent this Agreement is funded by Federal Block Grant Funds, also be Health and Safety Code Sections 11754 and 11775, and by Government Code Section 53703; and

WHEREAS, the terms "SAPC" and "State", as used in this Contract, refer to County's Substance Abuse Prevention and Control ("SAPC") and the California Department of Health Care Services, respectively; and

WHEREAS, throughout this Contract, the term "participant" shall be used for all individuals receiving substance abuse prevention services, who do not or would not require substance abuse treatment services; and

WHEREAS, the term "Director", as used in this Contract, refers to County's Director of the Department of Public Health (DPH) or his/her authorized designee; and

WHEREAS, the term "fiscal year", as used in this Contract, refers to County's fiscal year which commences July 1 and ends the following June 30; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this contract and under the terms and conditions hereafter set forth; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1. APPLICABLE DOCUMENTS:

Exhibits A (A.x), C, (C-1, C-2, C-3) D, E, F, and G are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or

interpretation of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits as listed below:

Standard Exhibits

- Exhibit A – Statement(s) of Work
- Exhibit B – Scope of Work (Intentionally Omitted)
- Exhibit C – Budget(s)
- Exhibit D – Contractor's EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)

Unique Exhibits

- Exhibit G – Charitable Act Compliance

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Statement(s) of Work identified as Exhibits A-X), attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

C. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3. TERM OF CONTRACT:

THE FOLLOWING PARAGRAPH IS FOR BOARD LETTER

RECOMMENDATIONS #' 1, 2, 4 AND 5

The term of this Contract shall be effective July 1, 2014 and shall continue in full force and effect through June 30, 2016, unless sooner terminated or extended, in whole or in part, as provided in this Contract. The Contractor shall notify DPH-SAPC when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to **DPH-SAPC** at the address herein provided in Paragraph 21, NOTICES.

THE FOLLOWING PARAGRAPH IS FOR BOARD LETTER

RECOMMENDATION #3

The term of this Contract shall be effective July 1, 2014 and shall continue in full force and effect through June 30, 2017, unless sooner terminated or extended, in whole or in part, as provided in this Contract. The Contractor shall notify DPH-SAPC when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to **DPH-SAPC** at the address herein provided in Paragraph 21, NOTICES

4. MAXIMUM OBLIGATION OF COUNTY:

THE FOLLOWING PARAGRAPH A AND V IS FOR BOARD LETTER

RECOMMENDATIONS #' 1, 2, 4 AND 5

A. Effective July 1, 2014 through June 30, 2015, the maximum obligation of County for all services provided hereunder shall not exceed _____ (\$_____), as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.

B. Effective July 1, 2015 through June 30, 2016, the maximum obligation of County for all services provided hereunder shall not exceed _____ (\$_____), as set forth in Exhibit C-2, attached hereto and incorporated herein by reference.

THE FOLLOWING PARAGRAPH A AND V IS FOR BOARD LETTER

RECOMMENDATION #3

A. Effective July 1, 2014 through June 30, 2015, the maximum obligation of County for all services provided hereunder shall not exceed _____ (\$_____), as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.

B. Effective July 1, 2015 through June 30, 2016, the maximum obligation of County for all services provided hereunder shall not exceed _____ (\$_____), as set forth in Exhibit C-2, attached hereto and incorporated herein by reference.

C. Effective July 1, 2016 through June 30, 2017, the maximum obligation of County for all services provided hereunder shall not exceed _____ (\$_____), as set forth in Exhibit C-3, attached hereto and incorporated herein by reference.

D. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

E. The Contractor shall maintain a system of record keeping that will allow the contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph 22, Notices.

F. No Payment for Services Provided Following Expiration/Termination of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment

from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5. INVOICES AND PAYMENT:

A. The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A elsewhere hereunder and in accordance with Exhibit C attached hereto and incorporated herein by reference.

B. The Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required reports and/or data. All billings shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor.

C. Billings shall be submitted to County by the tenth (10th) calendar day of the month following the month of service. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance to Exhibit C, attached hereto and incorporated herein by reference.

D. Methods for Reimbursement:

FFS APPLIES TO ALL CONTRACTS PROVIDING EPS, CPS, AND FNL SERVICES)

Fee-for-Service: While payments shall be made in accordance with the fee-for-service rate(s) set out in the Budget C.X attached hereto, Contractor, if requested

by County, State, or federal representatives, must be able to produce proof of actual costs incurred in the provision of units of service hereunder. If the actual allowable and documented costs are less than the fee-for-service rate(s) set in the budget (s), Contractor shall be reimbursed for the actual costs. In no event shall County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs.

COST REIMBURSEMENT APPLIES TO ALL CONTRACT PROVIDING SPF SERVICES

Cost Reimbursement: Contractor shall be paid for actual reimbursable costs incurred while providing services in accordance with the dollar amounts listed in the **Rates, Allocations Per Statement of Work, and Contract Maximum Obligation, Exhibit C.** Furthermore, reimbursements are made in accordance with the line-item categories of the Budgets. The Definition of “services” for purposes of this Paragraph shall include time spent performing any service activities designated in the Statement of Work and shall also include any time spent on the preparations for such service activities.

E. Billings shall be submitted directly to DPH-SAPC, using the billing system set up for the purpose of billing and reimbursement for substance abuse services.

F. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within forty-five (45) calendar days

following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

If this Contract is terminated prior to the close of the contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within forty-five (45) calendar days after such termination date.

The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the contract period that shall serve as the basis for determining final amounts due to/from the Contractor.

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly billing received.

Failure to provide the annual cost report may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

G. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

H. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the exhibit(s) attached hereto, Director may withhold any payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, County may withhold any payment to Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Contract, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payment to Contractor for amounts due to County resulting from cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current Contract(s) or any prior Contract(s) between the County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be made to the Contractor accordingly.

(6) County may withhold any payment to Contractor if Contractor, in the judgment of the County is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. County will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

I. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement under this Contract for at least sixty (60) days at any point during the term of this contract.

6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to 10 percent (10%) above or below each term's annual base maximum obligation; 2) make modifications to or within budget categories within each budget, as reflected in Exhibit C, up to an adjustment between all budget categories equal to ten percent (10%) of each term's annual base maximum obligation, and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval

by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between budgets in this Contract shall be effectuated by an administrative amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within budget categories within each budget, as reflected in Exhibit C, shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

7. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract and any Exhibit(s) attached hereto fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of

this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to rollover unspent Contract funds; provide an internal reallocation of funds between budgets up to 10 percent (10%) of each term's annual base maximum obligation and/or an increase or decrease in funding up to 10 percent (10%) above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and

Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each budget, as reflected in Exhibit C, up to an adjustment between all budget categories equal to 10 percent (10%) of each term's annual base maximum obligation, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

E. Notwithstanding Paragraph 7.A., the Director, or his authorized designee, is authorized to execute and approve change notices, which annually adjust Contractor's fee-for-service reimbursement rate(s) herein up to 10 percent of the existing rate, if needed. Any adjustments to the reimbursement rate(s) will be based on a case-by-case analysis conducted by DPH.

8. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to

confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

D. (Contractor shall sign and adhere to the provisions of the “Contractor Acknowledgement and Confidentiality Agreement”, Exhibit E.

9. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST:

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

10. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

11. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall

provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer

providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Department of Public Health
Substance Abuse Prevention and Control
Contract Management and Compliance Division
1000 South Fremont Avenue
Building A-9 East, Third Floor
Alhambra, California 91803

County of Los Angeles – Department of Public Health
Contract Monitoring Unit
5555 Ferguson Drive, Suite 210
Commerce, California 90022
Attention: Chief Contract Monitoring Unit

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance

of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a

bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

12. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office ["ISO"] policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars

(\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

E. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate. Further, Contractor understands and agrees it shall

maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

13. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived there from, shall be the sole property of County.

B. Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

C. With respect to any such items which come into existence after the commencement date of the Contract, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

D. During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

E. Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

F. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: "© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g, curricula, text for vignettes, press releases, advertisements, text for public service announcements for any and all media types, pamphlets, brochures, fliers), software, audiovisual materials (e.g., films, videotapes, websites), and

pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

14. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, shall have prior written approval from the Director or his/her designee prior to its publication, printing, duplication, and implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of five (5) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. For additional information, please refer to the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>

Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and

approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients receiving treatment services (eligibility determination and fees are not allowable for prevention services) must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of five (5) years following expiration or earlier termination of this Contract,

or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If following termination of this Contract Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the County's Department of Public Health ("DPH") Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service

agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work paper shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate

found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month or months for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a

unit of service provided hereunder are less than the County's payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the Contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum Obligation.

(4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.

**16. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST
ORDINANCE OR RESTRICTIONS ON LOBBYING:**

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

B. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Contract, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.

17A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit G, the County seeks to ensure that all County contractors which receive or raise

charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

17B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Contract.

17C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76):

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

17D. WHISTLEBLOWER PROTECTIONS:

A. Per statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

B. Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor

Employee Whistleblower Protections that requires that all grantees, their subgrantees, and subcontractors: to inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; to inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and, contractors and grantees shall include such requirements in any agreement made with a subcontractor or subgrantee.

17E. MOST FAVORED PUBLIC ENTITY:

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

17F. LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in

fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

D. If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

(1) Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

17G. COMPLIANCE WITH COUNTY'S CHILD WELLNESS POLICY:

This Contract is subject to Chapter 3.116 of the County Code entitled Los Angeles County Child Wellness Policy (Child Wellness). As required by the Child Wellness policy Contractor shall make every effort to provide current nutrition and physical activity information to parents, caregivers, and staff as recommended by the Centers for Disease Control and Prevention, and the American Academy of Pediatrics; ensure that age appropriate nutritional and physical activity guidelines for children both in out-of-home care and in child care settings are promoted and adhered to; and provide opportunities for public education and training.

17H. LIQUIDATED DAMAGES:

A. If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to

the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

B. If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

C. The action noted in sub-paragraph B above shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

D. This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in sub-paragraph B above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

17I. SPECIAL REPORTS:

Contractor shall submit all required reports to SAPC as outlined in Exhibit A including submission of California Outcome Measurement Services for Prevention ("CalOMS Pv") data entry on all prevention services delivered. Failure by Contractor to submit the required monthly report to the State of California shall result in all monthly payments being withheld for late submission of reports. Payments shall resume upon report submission by Contractor that is confirmed by the State. Contractor shall make other reports as required by the Director or by the State, concerning Contractor's activities as they relate to this Contract. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

17J. BOARD OF DIRECTORS AND ADVISORY BOARD:

A. Board of Directors: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of a minimum of not less than five (5) members, who are all at least eighteen (18) years of age and should include representatives of special population group(s) being served; shall meet at least four (4) times each calendar or fiscal year, or not less than quarterly; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by federal, State, or County representatives. The Board of Directors

shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one (1) person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

B. Advisory Board or Group: Contractor shall establish and maintain an advisory board, or group, consisting of (5) five or more persons. The advisory board, or group, shall advise Contractor's director or program administrator regarding program administration and service delivery. The advisory board, or group, shall consist of people who reside in or represent the interests of the community being served (i.e., service community). In establishing an advisory board, or group, Contractor shall demonstrate reasonable efforts to achieve representation of the ethnic composition of the service community, or of any special population group(s) being served. The Contractor's own Board of Directors may function as the advisory board, or group, with the prior written approval of Director. When Contractor's Board of Director's is allowed to function as an advisory board, or group, it shall meet at least four (4) times each calendar

or fiscal year, or not less than quarterly, to specifically discuss program administration and service delivery issues as provided herein.

For Prevention contractors, the SPA-Based Coalition on Alcohol Availability and Accessibility, and/or the Prevention Community Council may be established in lieu of the advisory board unless the Contractor has other SAPC contracts that include this requirement

17K. STAFFING:

In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional staffing requirements which may be included in the SOW incorporated herein. General requirements are as follows:

A. Language Skills: Contractor is encouraged to recruit and hire staff in service positions who are fluent in American Sign Language and the primary language of any special population group being served.

B. Training: Contractor shall provide each administrative (i.e., management) and service employees (i.e., prevention/treatment and support personnel) with a minimum of twenty (24) hours of training per contract year. For prevention staff, training on the Strategic Prevention Framework, environmental prevention strategies, and other evidence-based prevention strategies that can enhance the quality of prevention services shall fulfill the aforementioned training requirement for the applicable period. All training received during the term of this Contract shall be included in the personnel file of all administrative and service staff employed by Contractor.

C. Fingerprint Clearance Requirements: If services provided under SOWs of this Contract require contact with, or participation of, individuals less than 18 years of age, all staff who are funded in-full or in-part by such SOWs, including any volunteers/interns, must receive a Live Scan fingerprint clearance through the California Department of Justice (DOJ) and Federal Bureau of Investigations (FBI) prior to employment and the delivery of direct services (e.g., staff hours, reimbursed services) on such SOWs. This excludes non-direct service staff whose permanent or temporary job duties, and/or primary work location, does not require contact with minors.

The Contractor is responsible for verifying and substantiating this clearance for all affected employees, including those detailed on the budget and/or where claims have been submitted under this Contract. Failure to substantiate that the required fingerprint clearance was obtained as required will result in the disallowance of any and all claims (e.g., Staff Hours, reimbursed services) associated with the non-cleared individual(s) regardless of whether services provided required contact with minors.

Additional fingerprint clearance requirements are as follows:

- (1) The Contractor must apply with the DOJ to become an “Authorized Applicant Agency” and maintain that status throughout the term of the SOW. If the application is denied or terminated, the SAPC Director must be notified within two (2) business days of DOJ notification; and

- (2) The Contractor must designate a “Custodian of Records”, and apply and submit annual renewals in accordance with DOJ requirements; and
- (3) The Contractor must apply with the DOJ to subscribe to the “Subsequent Arrest Notification Service” to be receive notification(s) of any future California arrests, and if authorized maintain that status throughout the term of the SOW; and
- (4) The Contractor shall not employ an individual if the DOJ and/or FBI fingerprint results indicate a prior conviction or pending criminal trial for crimes related to falsification of public records, sex offenses, violent offenses, and/or crimes against minors, and if the individual has been on active probation or parole within the last three (3) years.

D. Child Abuse Reporting and Neglect: All staff shall be trained in child abuse reporting and neglect issues, and requirements of mandated reporters. (This requirement is not applicable to Evaluation Services SOW).

E. Sexual Harassment and Sexual Contact: Sexual harassment and sexual contact shall be prohibited between participants, and service employee staff and administrative staff, including members of the Board of Directors. Contractor shall include a statement in each employee's personnel file noting that each employee has read and understands the sexual harassment and sexual contact prohibition. Contractor shall include this prohibition policy as part of an

overall participant's rights statement given the participant at the time of admission. Such prohibition policy shall remain in effect for no less than six (6) months after a participant exits recovery service program. (This requirement is not applicable to Evaluation Services SOW).

F. Disability Coordinator: Contractor shall designate at least one employee as "Disability Access Coordinator" to ensure program access for disabled individuals, and to receive and resolve complaints regarding access for disabled persons at Contractor's facility(ies). (This requirement is not applicable to Evaluation Services SOW).

17L. PARTICIPANT ELIGIBILITY:

Prevention services shall be directed at individuals who do not require indicated prevention or intervention services, and who never received nor require treatment services, and who do not/would not meet criteria for a substance use disorder according to the Fifth Edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM-5). A screening and/or assessment shall not be conducted for the sole purpose of making this determination. Furthermore, any use of screening and/or assessment tools under prevention contracts must be included on work plans and approved by SAPC in advance

17M. PARTICIPANT FEES

The charging of fees for individuals receiving and/or participating in prevention services is not allowable.

17N. EVALUATION OF SERVICES:

Contractor agrees to provide services to County and County participants as described and as summarized in Contractor's Exhibit A, Statements of Work and its attachments, and incorporated herein by reference.

A. As a result of federal, State, and local emphasis on better documentation and assessment of program effectiveness, the County may, at its sole discretion, require Contractor to participate in County-authorized process and outcome evaluations. Evaluation requirements may include, but are not limited to, interviews of program administrators, staff, and participants; completing questionnaires; observation of staff in-service training and staff delivery of services to participants; abstraction of information from participant records; an expansion or enhancement of the California Outcome Measurement Service for Prevention (CalOMS Pv); the reporting of services received by selected participants; and other activities to meet established standards for the conduct of evaluations of acceptable scientific rigor. All evaluation activities will provide suitable program, staff, and participant confidentiality assurances and will be conducted under applicable federal and State law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluations will be conducted under the direction of County with additional oversight by a County-appointed advisory group.

B. Contractor will participate in all other required evaluation efforts as outlined in the SOW(s).

17O. AUTOMATED CALIFORNIA OUTCOME MEASUREMENT SERVICE FOR PREVENTION (CALOMS PV):

Contractor shall participate and cooperate in the automated CalOMS Pv or enhanced replacement system. For the purpose of reporting data, Contractor will enter service data on each prevention activity/effort as allowed per reporting requirements directly into CalOMS Pv via internet or data exchange. In order to access CalOMS Pv, Contractor shall provide a computer that includes but is not limited to, peripherals hardware, software, cable lines and connections, Internet access and modem. Contractor shall provide all necessary maintenance for the computer and related equipment, ensure that the computer equipment and internet connectivity are up to date and in good operational order at all times. Contractor shall ensure that adequate security measures have been taken, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by County. Contractor shall not be held responsible for violation of confidentiality requirements that occur within County's areas of responsibility.

17P. PERFORMANCE BENCHMARKS AND DASHBOARDS

A. Contractor performance under this Contract shall be measured against County Benchmarks. County will regularly provide to Contractors a report of their performance and the corresponding benchmarks through SAPC

“Dashboards,” which shall be made public and posted on the SAPC website.

Dashboards are used to gauge Contractors’ performance and progress towards meeting established benchmarks, and Contractors shall be responsible for reviewing the Dashboard and ensuring they meet the established benchmarks.

B. For purposes of measuring Contractor’s performance, the following shall apply:

1. Contractor is required to meet the County Benchmark in the selected areas identified by SAPC through directive(s)

2. If Contractor does not meet one or more of the Benchmarks by the end of each fiscal year (June 30) the Contractor shall develop a performance improvement plan. When a performance improvement plan must be completed, it shall be submitted to SAPC’s Director or his designee, by no later than September 15 of the next fiscal year.

3. In addition to providing a performance improvement plan, Contractors that fall at or below twenty percent (20%) on one or more of the benchmarks, as indicated by their Dashboards, shall also participate in SAPC’s process improvement activity that addresses the benchmark requiring improvement. Technical assistance may be provided by SAPC to those contractors requesting such assistance. Requests for process improvement technical assistance may be submitted to SAPC Director or his designee.

17Q. EMERGENCY MEDICAL TREATMENT Participants treated hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to County nor reimbursable to Contractor hereunder.

17R. TOBACCO-FREE ENVIRONMENT AND TOBACCO AWARENESS:

Contractor shall provide a tobacco-free environment and develop tobacco awareness at the locations (i.e., facilities) where services are provided under provisions of this Contract, by taking the following actions:

- A. Prohibiting smoking in all areas within the facilities.
- B. Prohibiting smoking within 20 feet of doors and windows at all program facilities.
- C. Integrating information regarding nicotine, smoking cessation, and the trigger effect of secondhand smoke into treatment and recovery program curricula.
- D. Establishing appropriate smoking cessation services, or providing referral to appropriate smoking cessation services, for participants served under this Contract. Contractor's failure to comply with the above listed requirements may result in County's withholding of payments to Contractor under the Contract, or termination of the Contract, or both.

17S. DRUG FREE WORK PLACE:

Contractor certifies that it will comply with the requirements of Government Code Section 8350 et seq. (Drug-Free Work Place Act of 1990) and will provide a drug- free workplace, in the provision of services herein, by taking the following actions:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in a person's or organization's (including Contractor's organization) workplace, including a statement specifying the actions that will be taken against employees for the violations of the prohibitions as required by Government Code Section 8355(a).

B. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

- (1) The dangers of drug abuse in the workplace;
- (2) The person's or organization's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations.

C. Provide, as required by Government Code Section 8355(c), that every employee engaged in the performance of the agreement:

(1) Be given a copy of the County's drug-free policy statement;
and

(2) As a condition of employment on the agreement, agree to abide by the terms of the published statement.

D. Contractor's failure to comply with the above-listed requirements may result in County's withholding of payments to Contractor under the Contract, or termination of the Contract, or both, and Contractor may be ineligible for future County Contracts if the County determines that any of the following has occurred:

(1) Contractor has made a false certification; or

(2) Contractor has violated the certification by failing to carry out the requirements as noted above.

17T. HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS") EDUCATION AND TRAINING:

Contractor providing prevention Services hereunder are subject to the following abbreviated HIV/AIDs requirements:

A. Ensure that agency's board of Directors reviews and adopts an HIV/AIDS policy (either the SAPC policy or an agency policy which incorporates all elements of the SAPC policy).

B. Ensure all new staff members receive at a minimum a four (4) hour basic HIV/AIDs education, HIV prevention information and resources for

prevention, testing, treatment, and supportive services within thirty (3) calendar days of starting employment.

C. Maintain program facility(ies) and services in a manner which will reduce the risk of HIV virus transmission. Ensure availability of up-to-date brochures and other education materials which are reflective of the population served by the agency, in a culturally appropriate format and languages.

D. Comply with all applicable federal and State laws relating to confidentiality of the HIV/AIDS status of participants

17U. MESSAGES REGARDING THE UNLAWFUL USE OF ALCOHOL AND OTHER DRUGS:

Contractor agrees that any information, material, curricula, teachings, or promotions which are produced under this Contract, including but not limited to, those produced in audio, print, or video, and which pertain to messages provided by Contractor's program to participants and the general public, shall all be produced in accordance with the requirements of Health and Safety Code Sections 11999, 11999.1, 11999.2 and 11999.3, and shall specifically contain a clear statement that promotes no unlawful use of alcohol and other drugs and that the unlawful use of alcohol and other drugs is both illegal and dangerous.

Contractor shall provide SAPC with any audio, printed, video, or other materials planned for general public dissemination, for review upon SAPC's request.

17V. REPORTING OF CHILD ABUSE OR NEGLECT:

Contractor understands that certain of its staff are "mandated reporters" as defined in the Child Abuse and Neglect Reporting Act, California Penal Code Section 11165.7. Section 11166 of the Penal Code requires a mandated reporter who, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect to report the known or suspected abuse immediately or as soon as practically possible and to prepare and send a written report thereof within thirty six (36) hours of receiving the information concerning the incident. The report may include any non-privileged documentary evidence the mandated reporter possesses related to the incident. Reports of suspected child abuse or neglect shall be made by mandated reporters to the local law enforcement agency, county probation or county welfare departments. Child abuse reports may be made directly to the Los Angeles County DCFS through their 24-hour hotline at (800) 540-4000. If you are a Mandated Reporter, complete your written report online at mandreptla.org. Contractor staff's failure to report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by confinement in county jail for a term not to exceed six months or by a fine of not more than one thousand dollars (\$1,000) or by both. (Penal Code Section 11166.01).

17W. REPORTING OF ELDER AND DEPENDENT ADULT ABUSE:

If treatment services are provided hereunder, Contractor understands that certain of its staff are "mandated reporters" as defined in Welfare and Institutions Code Section 15630(a). In such case, Contractor further understands that in suspected instances of elder or dependent adult abuse, such staffs have certain immediate and follow-up reporting responsibilities as described in Welfare and Institutions Code Section 15630. Contractor staff's failure to report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000, or both.

17X. NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS:

Title 42 of the Code of Federal Regulations, Part 54, shall apply to organizations which meet the definition of a religious organization. This provision applies to federal funds provided for direct funding of substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant. Religious organizations shall be eligible, on the same basis as any other organization, to participate in applicable programs, as long as their services are provided consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment to the United States Constitution. Further, said provision prohibits state or local governments receiving federal substance abuse funds from discriminating against an organization that is, or applies to be, a program participant on the basis of the organization's religious

character or affiliation. This provision also prohibits the use of funds for support of any inherently religious activities, such as worship, religious instruction, or proselytization and provides program beneficiaries with right to services from an alternative provider if program beneficiary objects to the religious character of a program participant. Contractor shall have a system in place to ensure that referral to an alternative provider or service reasonably meets the requirements of timeliness, capacity, accessibility, and equivalency. Referrals shall be made in a manner consistent with all applicable confidentiality laws, including, but not limited to 42 CFR Part 2 (Confidentiality of Alcohol and Drug Abuse Patient Records), and notices of such referrals shall be made to County in writing.

18. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be deemed a part of the operative provisions of this Contract and are fully binding upon the parties.

19. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Contract (including its ADDITIONAL PROVISIONS) and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.

20. CONTRACTOR'S OFFICES: Contractor's office is located at _____ Contractor's business telephone number is (____) _____, facsimile (FAX) number is (____) _____, and electronic Mail

(e-mail) address is _____. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

21. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Substance Abuse Prevention and Control
Contract Management and Compliance Division
1000 South Fremont Avenue
Building A-9 East, Third Floor
Alhambra, California 91803
Attention: Division Director
- (2) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-West
Los Angeles, California 90012-2659
Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

- (1) _____

Attention: _____

ADDITIONAL PROVISIONS

NAME OF CONTRACTOR

ALCOHOL AND OTHER DRUG PREVENTION SERVICES –

22. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the contractor's Project Manager.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of

beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. County shall perform the background check and bill Contractor for the cost.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the County's criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

23. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without

consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

24. AUTHORIZATION WARRANTY:

Contractor hereby represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

25. BUDGET REDUCTION:

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the

preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

26. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION

FLEXIBILITY:

In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of ten (10) calendar days written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

27. COMPLAINTS: The Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

A. Within 30 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

B. The policy shall include, but not be limited to, when and how new clients as well as current and recurring clients are to be informed of the procedures to file a complaint.

C. The client and/or his/her authorized representative shall receive a copy of the procedure.

D. The County will review the Contractor's policy and provide the Contractor with approval of said policy or with requested changes.

E. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 30 business days for County approval.

F. If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

G. The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 15 business days of receiving the complaint.

H. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

I. Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

28. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. To the

extent that there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by county in its sole judgment, County shall be entitled to retain its own counsel, including limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

29. COMPLIANCE WITH CIVIL RIGHTS LAW:

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D – Contractor’s EEO Certification.

30. COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM:

A. Jury Service Program: This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>

B. Written Employee Jury Service Policy:

(1) Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days

of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

(3) If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

(4) Contractor’s violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, at its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

31. CONFLICT OF INTEREST:

A. No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and

no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

B. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

32. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's

minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

B. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

33. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor: A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code: The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

C. Non-Responsible Contractor: The County may debar a Contractor if the Board of Supervisors finds, at its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board: If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity

to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds

for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. Subcontractors of Contractor: These terms shall also apply to Subcontractors of County Contractors.

34. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of

business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org

35. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

36. COUNTY'S QUALITY ASSURANCE PLAN:

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

37. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

38. RULES AND REGULATIONS:

During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

39. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

B. If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

40. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and

regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

B. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

41. FACSIMILE REPRESENTATIONS:

The County and the Contractor hereby agree to accept facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on time-sensitive Amendments prepared pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract. The facsimile transmission of such documents must be followed by subsequent (non-facsimile) transmission of "original" versions of such documents within five working days.

42. FAIR LABOR STANDARDS:

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

43. FISCAL DISCLOSURE:

Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Contract a statement, executed by Contractor's duly constituted officers, containing the following information: (1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding; and (2) If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

44. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by

Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.

45. GOVERNING LAW, JURISDICTION, AND VENUE:

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

46. INDEPENDENT CONTRACTOR STATUS:

A. This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits,

Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

C. The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

D. The Contractor shall adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

47. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and

certificate upon request of County's Department of Public Health (DPH) - at any time during the term of this Contract.

48. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Contract are provided services without regard to race, color, religion, national origin, ethnic

group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

B. Facility Access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act. Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

49. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State

laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status,

political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of the Paragraph have been violated, the same shall constitute a material breach of Contract upon which Director may suspend or County may determine to terminate this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a

determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity commission that Contractor has violated Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of the Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

50. NON-EXCLUSIVITY:

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department from acquiring similar, equal, or like goods and/or services from other entities or sources.

51. NOTICE OF DELAYS:

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

52. NOTICE OF DISPUTES:

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding

the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director shall resolve it.

53. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

54. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

55. PROHIBITION AGAINST INDUCEMENT OR PERSUASION:

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

56. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

57. PUBLIC RECORDS ACT:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or

“proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

58. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in

conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or earlier termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or

obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

59. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Director within ten (10) calendar days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the

lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names (s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and

the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If during the term of this Contract the Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

60. REPORTS: Contractor shall make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. In no event, however may County require such reports

unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

61. RECYCLED CONTENT BOND PAPER:

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

62. SOLICITATION OF BIDS OR PROPOSALS:

Contractor acknowledges that County, prior to expiration or earlier termination of this Contract, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Contract. County and its Department of Public Health (DPH) shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

63. STAFFING AND TRAINING/STAFF DEVELOPMENT:

Contractor shall operate continuously throughout the term of this Contract with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the Exhibits attached hereto.

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Contract, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for prevention, treatment, administrative, and support personnel. Participation of prevention, treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such

training/staff development program. The training/staff development program shall be made available to SAPC as requested to ensure appropriateness to Contract requirements.

64. SUBCONTRACTING:

A. For purposes of this Contract, subcontracts must be approved in advance in writing by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Contract.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including

Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

G. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs of the body of this Contract, and all of the provisions of the ADDITIONAL PROVISIONS.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Contract, on or immediately after the effective date of the subcontract, but in no event, later than the date and any services are to be performed under the subcontract.

H. The Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.

I. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

J. The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

K. The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

65. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of the Contractor to maintain compliance with the requirements set forth in this Additional Provisions, Paragraph 36 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to this Additional Provisions, Paragraph 68, TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

66. TERMINATION FOR CONVENIENCE: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar

day advance Notice of Termination specifying the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Contract on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Contract, in accordance with base Contract, Paragraph 15, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of

Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

67. TERMINATION FOR DEFAULT: County may, by written notice of default to Contractor, terminate this Contract immediately in any one of the following circumstances:

A. If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Contract or any extension thereof as County may authorize in writing; or

B. If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem

appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Additional Provisions, Paragraph 46, TERMINATION FOR CONVENIENCE.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

68. TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract, or making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

69. TERMINATION FOR INSOLVENCY: County may terminate this Contract immediately for default in the event of the occurrence of any of the following:

- A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Law or not;
- B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;
- C. The appointment of a Receiver or Trustee for Contractor;
- D. The execution by Contractor of an assignment for the benefit of creditors.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to

those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

70. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

71. TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

72. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Contract.

73. UNLAWFUL SOLICITATION:

Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

74. VALIDITY:

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

75. WAIVER:

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph

shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

76. WARRANTY AGAINST CONTINGENT FEES:

A. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

B. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

77. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED
PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

78. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION
PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in this Additional Provision, Paragraph 56, WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

#02880

[INSERT AGENCY NAME]**STATEMENT OF WORK****Alcohol and Other Drug Prevention Services****Environmental Prevention Services****A. SERVICE MODALITIES**

Funding provided under this Statement of Work (SOW) shall cover Alcohol and Other Drug Prevention Services (AODPS), Environmental Prevention Services (EPS) as described herein.

AODPS-EPS contracts aim to decrease underage drinking and binge drinking, especially among youth and young adults by reducing alcohol availability and accessibility in Los Angeles County through culturally competent evidence-based prevention environmental efforts that change the policies, ordinances, and practices that facilitate alcohol use and develop methods to ensure efforts are enforced and sustained once implemented. The selection of environmental efforts/services is data-driven, and designed to specifically address the highest priority alcohol related problems and contributing factors of the target community(ies). The environmental efforts/services must also clearly align with the County's Strategic Prevention Framework (SPF). This includes addressing where and how alcohol is sold and marketed, alcohol serving and sales practices, alcohol sales to minors, passage of alcohol related ordinances/policies, and compliance with local alcohol related regulations.

Integral to the success of these environmental efforts is active and sustained involvement of local community residents (youth and adults), leaders, non-alcohol and other drug (AOD) focused businesses, AOD services providers, and others who are knowledgeable of the local alcohol related issues and who are committed to engaging in evidence-based solutions. AODPS-EPS contractors will appropriately engage community members and leaders throughout the process to best identify, implement and sustain efforts.

B. SERVICES TO BE PROVIDED

1. Comprehensive Community Assessment (CCA): Contractor shall conduct a CCA within the first six (6) months of the award (January through June 2012) (hereafter "initial CCA") and throughout the SOW term as required by the County and in accordance with the *Substance Abuse Prevention Services Program Manual*. The purpose of the CCA is to gather and analyze data from a variety of data sources (i.e., archival data, surveys, focus groups, key informant interviews, environmental scans) and identify the priority alcohol problems and contributing factors of the target area.
 - a. Data Submission: Upon completion of the initial CCA and any required updates, the Contractor shall submit all raw data and other documentation of findings and results to Substance Abuse Prevention and Control (SAPC) to

be incorporated in the County-wide community assessment database. Data integrity must be maintained, and refers to the assurance that facts stored in Contractor's database are consistent, can be reconciled, and accurately reflect the real world they are meant to describe.

- b. Data Management: The Contractor must develop and maintain a *Data Management Plan* that at minimum verifies that all original documents (i.e., surveys, focus group notes) are maintained for the duration of the contract term, and that hard copies are maintained in a locked cabinet and electronic data is password protected.
2. Strategic Prevention Framework (SPF): The five (5) step SPF model is the framework for these prevention services and each step (assessment, capacity, planning, implementation, and evaluation) and the overarching concepts of cultural competency and sustainability, must be appropriately incorporated as needed and required throughout the SOW term, including as further outlined below.
3. Logic Models: Data from the initial CCA will be used to develop a Problem Analysis Logic Model that outlines the priority alcohol problems and contributing factors identified during the initial CCA and a Planning Logic Model that translates these priorities into goals and objectives. These logic models will be the foundation for determining what substance abuse prevention efforts are implemented by the Contractor during the Contract term, and/or until another CCA is conducted.

All substance abuse prevention efforts implemented under this SOW must clearly align with the County's SPF plan and substance abuse prevention priorities. For AODPS-EPS contractors this is limited to the following County Goals, Long-Term Objectives (LTO) and Short-Term Objectives (STO):

Goal 1: Decrease underage drinking and binge drinking among youth and young adults in Los Angeles County.
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LTO 1.1: Reduce availability of and access to alcohol by underage youth.

STO 1.1.1 - Decrease rates of retail access to alcohol by underage youth.

STO 1.1.2 - Decrease rates of social access to alcohol by underage youth.

STO 1.1.3 - Decrease the availability of alcohol in the community to underage youth.
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4. Work Plan(s): The Work Plan shall outline the specific Major Activities and associated Tasks needed to achieve the Provider STOs, and ultimately impact the LTOs and Goals, outlined in the Planning Logic Model. Only the most relevant efforts that directly contribute to achieving the identified County Goals, LTOs and STOs may be included in the Work Plan(s) and claimed for reimbursement. The Work Plan(s) must be completed using the required template and by following the provided instructions, which include but are not limited to the following criteria:
 - a. A separate Work Plan(s) must be completed for the coalition and each LTO and/or city/community selected. For AODPS-EPS contractors, Goal 1 and LTO 1.1 is required, and at least one associated STO (1.1.1, 1.1.2, or 1.1.3), including efforts to implement a new alcohol related policy effort; and

- b. The Work Plan(s) must include all Major Activities and associated Tasks needed to implement the SPA-Based Coalition on Alcohol Availability and Accessibility and selected evidence-based practices as further outlined; and
 - c. The Work Plan(s) must be submitted to the County at least sixty (60) calendar days prior to the start of each fiscal year for approval. The documents must be submitted in an approvable format and fully detail the necessary Major Activities and associated Tasks to achieve the Provider and County STOs, and include a sufficient volume of services/staff hours for the funding amount; and
 - d. The Work Plan(s) will be an attachment to the contract and may be revised with SAPC approval up to August 31st of the associated fiscal year; and
 - e. Overall, the Work Plan(s) submitted over the entire SOW term must include a logical and appropriate progression in services and activities needed to favorably impact the selected Goals, LTOs and STOs. Furthermore, the identified process and outcome measures should collectively be able to determine if this combination of services and activities had the expected impact or if modifications are needed.
5. Evidence-Based Practices (EBP): Only AOD prevention services, activities, and/or programs that have been adequately substantiated by evidence/research to impact community and/or individual level AOD use and related outcomes may be implemented. As such, all Work Plan Major Activities and associated Tasks must be directly related to successful implementation of allowable environmental related EBP(s).

Allowable EBP options include 1) evidence-based programs categorized under substance abuse prevention on the National Registry of Evidence-based Programs and Practices or Communities That Care Prevention Strategies Guide; 2) substantiated AOD environmental strategies such as those described in the RAND Preventing Underage Drinking Technical Report or the Centers for Disease Control and Prevention Community Guide; or 3) where the program or curricula is not a recognized best practice/model program (as described in one and two above), substantiated results of an evaluation/research conducted by an evaluator independent of the proposer that documents the ability of the program/curricula to achieve the intended outcomes. If using option three (3), the County must ensure that a comprehensive service approach can be implemented based on the selection(s), and validate the research and approve the selection(s) prior to implementation.

Contractor selected evidence-based practices/programs is/are: [Insert EBP(s) Here].

Failure to document implementation of the evidence-based practices listed above with fidelity, including modifications approved by the County, each fiscal year of the SOW term shall be determined a breach of contract, and may result in a funding reduction up to and including SOW termination.

6. Community Engagement: Establish and coordinate a coalition comprised of local community residents (youth and adults), leaders, non-AOD focused businesses, AOD services providers (including AODPS Comprehensive Prevention Services [CPS] contractors in the specified SPA), and others from the target city(ies)/community(ies)

to better understand local alcohol related issues, and participate in implementation of the environmental alcohol-related prevention efforts and identified policy effort. The collaboration among AODPS-EPS and AODPS-CPS contractors is required to effectively inform and engage local community members and agencies to address the County's identified Goals and Objectives.

The coalition shall have an established mission/vision, objectives, structure, and membership roles/responsibilities. It shall convene at least quarterly for the purpose of advancing the alcohol availability and accessibility objectives. An agenda, sign-in sheet, and meeting minutes must be maintained for each session where the minutes include statements of proceedings, listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken.

7. Additional Requirements: The *Substance Abuse Prevention Services Program Manual* and associated *Bulletins* and/or *Procedures* provide additional details on programmatic requirements of the Contract, including but not limited to those listed above.

C. PERSONS AND AREAS TO BE SERVED

1. This Contract requires delivery of environmental prevention efforts, therefore "persons served" refers to those individuals who are directly involved in the development and/or implementation of such efforts. Depending on what services are outlined in the County approved Work Plan, this may include, but is not limited to, government officials, community members, local businesses, agencies providing various prevention services, and youth advocates.
2. The following Institute of Medicine (IOM) prevention classification categories are allowable:

Universal Prevention: Targets the entire population (national, local community, school, and neighborhood) with messages and programs aimed at preventing or delaying the (ab)use of alcohol or other drugs. All members of the population share the same general risk for substance (ab)use, although the risk may vary among individuals.

In all cases, these prevention services shall be directed at individuals who do not require indicated prevention or intervention services, and who never received nor require treatment services, and do not/would not meet criteria for a substance use disorder according to the Fifth Edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM-5). Prevention screenings are not allowable.

3. Services will be provided to and/or involve the following age group(s): Check all that apply.

<input type="checkbox"/> Children 0-7 years old	<input type="checkbox"/> Young Adults 18-24 years old
<input type="checkbox"/> Children 8-11 years old	<input type="checkbox"/> Adults 25-59 years old
<input type="checkbox"/> Youth 12-17 years old	<input type="checkbox"/> Older Adults 60+ years old

1. All agencies that indicate above, or it is otherwise substantiated, that the contracted

and/or provided services require(d) any contact with individuals less than 18 years of age must comply with fingerprint clearance requirements as outlined in the Contract, under Additional Provisions, Paragraph 23, Subparagraph D, Background and Security Investigations.

Services will be made available to ☐ Males ☐ Females.

Unless a specific special population(s) is identified below, services will be made available to all individuals in the specified age group(s) and gender(s) identified above regardless of racial or ethnic status or other special population(s). Special population(s) to be served: ☐ No ☐ Yes

If yes, indicate special population to be served: [Insert Population Here].

4. Services will be provided in SPA [Insert # Here] and Supervisorial District(s) [Insert #(s) Here]. This includes the following Los County city(ies) and/or community(ies): [Insert Names Here], and as defined by the following boundaries (e.g., streets if not entire city, zip codes) [Insert Additional Information Here].

D. SERVICE DELIVERY SITES AND DAYS/HOURS OF OPERATION

The primary and secondary/satellite sites (e.g., schools) where services are provided and/or administered is as follows. Include all sites identified in the County approved Work Plan. A current and executed Memorandum of Understanding (MOU) is required for all regular services provided at schools and other locations where the Contractor does not own or lease the property. This document must comply with all host site requirements (e.g., school, district), including services to be provided (e.g., frequency, days/times, group topics). A copy must be provided to SAPC prior to delivery of services.

Primary Facility Site					
1	Enter Site Name/School Name	Enter Phone #	Enter Fax #	Minors Served?	MOU?
	Enter Email Contact Address(es)				
	Enter Days and Hours of Operations				
	Enter Site Address				
Secondary or Satellite Facility Sites					
2	Enter Site Name/School Name	Enter Phone #	Enter Fax #	Minors Served?	MOU?
	Enter Days and Hours of Operations				
	Enter Site Address				
3	Enter Site Name/School Name	Enter Phone #	Enter Fax #	Minors Served?	MOU?
	Enter Days and Hours of Operations				
	Enter Site Address				

4	Enter Site Name/School Name	Enter Phone #	Enter Fax #	Minors Served?	MOU?
	Enter Days and Hours of Operations				
	Enter Site Address				
5	Enter Site Name/School Name	Enter Phone #	Enter Fax #	Minors Served?	MOU?
	Enter Days and Hours of Operations				
	Enter Site Address				

Contractor shall obtain prior written approval from the SAPC Director, at least thirty (30) calendar days before terminating services at primary and secondary/satellite location(s) and/or before commencing such services at any other location. If the population/ages served, days and hours of operation, telephone number, FAX number, or e-mail address of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform the SAPC Director, via formal written letter/notice, at least ten (10) calendar days prior to the effective date(s) thereof.

E. DATA REPORTING, REPORTS AND EVALUATION

1. California Outcome Measurement Service for Prevention (CalOMS Pv): All substance abuse prevention services provided per the County approved Work Plan, including allowable preparation hours and direct service hours, shall be entered in the CalOMS Pv web-based data collection system as required by the California Department of Health Care Services (DHCS) and as further outlined in the following supplemental documents: *Substance Abuse Prevention Services Program Manual*, *CalOMS Pv Reporting and Data Submission Procedure*, *CalOMS Pv Data Entry Process*, *CalOMS Pv Data Entry Terms*, and the *Work Plan Instructions*.

Only Staff Hours spent on the preparation for and direct delivery of services outlined on the County approved Work Plan may be provided and subsequently entered in CalOMS Pv. All Staff Hours entered into CalOMS Pv must be appropriately substantiated and directly correspond with claims reimbursement as further outlined in Section F: Reimbursement and Claims Submission of this SOW. Payments may be delayed and/or disallowed if CalOMS Pv data entry is consistently delinquent, inaccurate, does not fully represent completion of services in the County approved Work Plan, and/or otherwise does not comply with County and DHCS data reporting requirements.

2. Agency Conducted Evaluation: Contractor shall conduct a process and an outcome evaluation to determine whether the Contractor's services, objectives, and outcomes outlined in the County approved Work Plan were achieved, how County goals and objectives were impacted, and whether modifications to the services are required based on the results. The Contractor shall submit a detailed evaluation plan for approval by the County within sixty (60) days of the agreement award and update the plan each fiscal year. The plan includes, but is not limited to, methods and timelines for conducting the process and outcome evaluations, verification that a minimum of five (5) percent of the budget is allocated for program evaluation each fiscal year, how fidelity to the evidence-based model(s) or practice(s) is to be

maintained and measured, and the qualifications of the evaluator. The Contractor shall also submit detailed data and summary data as required by County.

3. County Conducted Evaluation: Contractor agrees to participate in a cross-system evaluation as coordinated and required by the County to determine comparative program effectiveness. Contractor participation shall include, but is not limited to, training on program evaluation procedures, data collection and reporting, administration of standardized evaluation and outcome reporting instruments, completing on-line surveys and interviews as requested, and other requirements as detailed by the County. Failure of Contractor to participate in the evaluation activities as described shall constitute a breach of contract and this SOW may be terminated by County.
4. Required Reports: The following reports are required annually and must comply with all requirements outlined in the instructions and template: Annual Work Plan(s), Work Plan Amendments (as required), Year-End Report (including quarterly updates as required), Evaluation Report, Training and Staff Development Plan, and CCA reports and results. Additional reports may be required as necessary to ensure contract compliance and quality assurance. Report formats will be provided, and claims reimbursement may be delayed if reports are not submitted on-time and as required.

F. STAFFING AND TRAINING REQUIREMENTS

1. Program Director: Contractor shall designate a Program Director to administer the prevention services provided under this SOW. In addition to the Minimum Qualifications described below, such person shall have a minimum of two (2) years of professional experience in the areas of budgeting, facility operation, fiscal management, personnel, evidence-based prevention program planning, report writing, documentation of specific activities, program evaluation and knowledge of State and County funding and other requirements for AOD prevention services.
2. Prevention Coordinator: One full-time equivalent (1 FTE = 40 hours a week) position must be assigned to the AODPS-EPS contract to serve as the Prevention Coordinator. Unless otherwise designated by the Contractor, this individual will be the primary contact for the Contract and responsible for oversight of daily operations including implementation of the County approved Work Plan; ensuring compliance with County, State and federal funding contract requirements; and maintaining compliance with data entry into CalOMS Pv. The Prevention Coordinator is under the supervision of the Program Director.
3. Minimum Qualifications: All staff employed (full-time and part-time) under this SOW to provide direct services (e.g., Staff Hours) must meet the following minimum qualifications:
 - a. One (1) year experience providing alcohol, tobacco, and other drug (ATOD) prevention services prior to employment. Education may be substituted for experience where coursework is directly related to an ATOD prevention or public health field; and

- b. Experience developing, providing, and/or evaluating community-based environmental prevention programs/services; and
- c. Experience conducting activities that align with the Strategic Prevention Framework (SPF) Steps: Assessment, Capacity, Planning, Implementation, and Evaluation; and
- d. Experience engaging and/or organizing community members, businesses, and community leaders in the implementation/adoption of a community and/or population based effort; and
- e. Ability to implement evidence-based strategies and prevention concepts for addressing alcohol related community problems and contributing factors; and
- f. Competency to work with the various ethnic/cultural groups in the target area/community.

If applicants for positions other than the Program Director and Prevention Coordinator do not meet the above requirements, other relevant experience (e.g., community organizing, other prevention experience) may be substituted if approved by SAPC in advance of hiring and where agreed to trainings are provided by an external training organization within three (3) months of employment.

4. Staff Positions and Vacancies: All positions outlined on the Budget to provide *Staff Hours* must be filled at the approved designated level throughout the SOW term.

If any position becomes vacant during the term of this SOW, the SAPC Director or designee must be notified within ten (10) calendar days. The resume and related experience for individuals selected to temporarily or permanently fill the Program Director and Prevention Coordinator positions must be submitted to the designated SAPC representative for review prior to employment. SAPC may deny employment on this SOW when a candidate's experience does not meet minimum requirements and/or is not adequately substantiated. All vacancies must be filled within sixty (60) calendar days after the vacancy occurs.

5. Fingerprint Clearance Requirements: Contractor shall comply with all fingerprint clearance requirements as outlined in the Contract, under Additional Provisions, Paragraph 23, Subparagraph D, Background and Security Investigations.
6. Agency Training Requirements: Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this SOW. Contractor shall be responsible for training employees, as appropriate, concerning applicable federal, State and County laws, regulations, guidelines, directives, and administrative procedures. Contractor shall institute a training program that is approved by the SAPC Director, and includes all County requirements in which all personnel employed in-full or in-part by this SOW shall participate. This includes requirements as outlined in the Contract under Additional Provisions, Paragraph 64, Staff and Training/Staff Development.
7. County Meeting and Training Requirements: The Program Director and/or Prevention Coordinator shall attend all County mandated meetings and trainings, and the representative(s) in attendance must have the ability to participate and make decisions in reference to this SOW on behalf of the Contractor.

G. REIMBURSEMENT AND CLAIMS SUBMISSION

1. Reimbursement Structure: Services will be reimbursed on a Fee-for-Service (FFS) Non-Provisional Staff Hour rate as set forth in the Schedule and as supported by the approved Budget and Budget Justification, where all hours directly correspond with achieving Major Activities and associated Tasks outlined in the County approved Work Plan. Staff Hours billed during a reporting month that do not directly correspond with achievement of services in the County approved Work Plan and/or are not entered in CalOMS Pv as required shall not be reimbursable. Furthermore, if payment is made by the County for services that cannot be substantiated as being completed as indicated and agreed, reimbursement will be reduced and/or disallowed accordingly.

A Staff Hour for the purposes of this SOW is an hour worked by designated staff position titles (per the approved Budget) for which the Contractor compensates an employee for hours spent on the preparation and direct service time directly related to the delivery of services as outlined on the County approved Work Plan excluding administrative time. Daily time records for all designated positions (per the Budget) shall specify the number of direct versus preparations hours and the associated Work Plan task, and be signed by the employee and supervisor confirming the accuracy of the number of Staff Hours unless otherwise directed by the County.

Reimbursement may be delayed and/or disallowed if Contractor is non-compliant with the terms of the SOW including, but not limited to, failure to complete County approved Work Plan services on-time and in-full, submit required reports on-time and in-full, submit data/documentation reflective of all services as outlined in the County approved Work Plan and as required for the CAA and evaluation, and appropriately document or input service data into the CalOMS Pv database as required. In no event shall County's compensation to Contractor exceed the one-twelfth (1/12) monthly maximum allocation stated herein.

2. Staff and Full-Time Equivalent (FTE) Positions for AODPS-EPS Services:
 - a. The total number of FTE positions budgeted is [insert #].
 - b. The total number of FTE positions dedicated to perform direct staff hours during the term is [insert #].
 - c. Contractor shall provide a minimum of 1,250 actual staff hours for each one-hundred percent (100%) dedicated FTE position(s) during the term.
 - d. Contractor shall provide a minimum of [insert #] staff hours (subparagraph F2b multiplied by subparagraph F2ci).

H. QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the Substance Abuse Prevention and Control Master Audit Program; County Standard Terms and Conditions; as required in the PERFORMANCE BENCHMARKS AND DASHBOARDS Paragraph of the Contract; as required in the QUALITY CONTROL paragraph of this Statement of Work, and the following additional requirements:

1. County Monitoring: Monitoring visits will occur at least once each fiscal year to

determine completion of activities, outcomes, and STOs outlined in the *Work Plan* and this SOW. Documentation, in addition to CalOMS Pv reporting, is required to substantiate the provision of services and claims reimbursements. Unsubstantiated and/or incomplete activities will be discussed and included as an area of deficiency in the monitoring site visit report as applicable. All areas of deficiency and/or technical assistance needs will require a written Corrective Action Plan (CAP) where the Contractor must identify the steps to be taken to ensure the deficiencies do not reoccur. A CAP follow-up visit will occur in the next fiscal year.

2. County Observations: In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

I. **QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the designated County Contract Program Auditor for review. The plan shall include, but may not be limited to the following:

1. Method of monitoring to ensure that Contract requirements are being met.
2. A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.
3. As a result of federal, State, and local emphasis on better documenting and assessing program effectiveness, County may, at its sole discretion, require Contractors to participate in County-authorized process and outcome evaluations.

AODPS.EPS

[INSERT AGENCY NAME]

SCHEDULE [SAPC INSERT BEFORE LOCKING]

Alcohol and Other Drug Prevention Services (AODPS)

Environmental Prevention Services (EPS)

FEE-FOR-SERVICE STAFF HOUR (NON-PROVISIONAL):

	<u>Period of 07/01/14 to 06/30/15</u>	<u>07/01/15 to 06/30/16</u>
1. Units of Service (Staff Hour)	\$[insert]	\$[insert]
2. Maximum Allocation	\$[insert]	\$[insert]
3. Projected Revenue	\$[insert]	\$[insert]
4. Projected Total Gross Program Cost (Item 2 plus Item 3)	\$[insert]	\$[insert]
5. Projected Gross Program Cost per Staff Hour (Item 4 divided by Item 1)	\$[insert]	\$[insert]
6. Fee-for-Service Rate per Staff Hour (Item 2 divided by Item 1)	\$[insert]	\$[insert]
7. Maximum Monthly Amount/Allocation (Item 2 divided by Number of Months in Period)	\$[insert]	\$[insert]

Reallocation of funds between SOWs is not permitted under this Contract.

County reserves the right to withhold payments to Contractor for reasons set forth in this Contract, including, but not limited to Paragraph 5, Subparagraph H, and Paragraph 15, Subparagraph G of the CONTRACT.

AODPS.EPS

[INSERT AGENCY NAME]**STATEMENT OF WORK****Alcohol and Other Drug Prevention Services****Comprehensive Prevention Services****A. SERVICE MODALITIES**

Funding provided under this Statement of Work (SOW) shall cover Alcohol and Other Drug Prevention Services (AODPS), Comprehensive Prevention Services (CPS) as described herein.

AODPS-CPS aim to 1) decrease underage drinking and binge drinking; 2) decrease illicit drug use that is marijuana, methamphetamine, and ecstasy, and/or 3) decrease misuse of legal products that is inhalants, over-the-counter medications, and prescription drugs, among youth and young adults in Los Angeles County. This is achieved through culturally competent evidence-based prevention programs/services that focus on both community and individual level efforts to reduce alcohol availability and accessibility and decrease the social norms and community conditions that contribute to alcohol and other drug (AOD) use within the target population(s) and/or communities. The selection of services is data-driven, and designed to specifically address the highest priority AOD related problems and contributing factors of the target community(ies). The services must also clearly align with the County's Strategic Prevention Framework (SPF). This includes changing the local environment and conditions that facilitate AOD use and changing the knowledge and behaviors of youth and adults that contribute to community norms about AOD use or actual AOD use.

Integral to the success of these efforts is active and sustained involvement of local community residents (youth and adults), leaders, non- AOD focused businesses, AOD services providers, and others who are knowledgeable of the local AOD related issues and who are committed to engaging in evidence-based solutions. AODPS-CPS contractors will appropriately engage community members and leaders throughout the process to best identify, implement and sustain efforts.

B. SERVICES TO BE PROVIDED

1. Comprehensive Community Assessment (CCA): Contractor shall conduct a CCA within the first six (6) months of the award (January through June 2012) (hereafter "initial CCA") and throughout the SOW term as required by the County and in accordance with the *Substance Abuse Prevention Services Program Manual*. The purpose of the CCA is to gather and analyze data from a variety of data sources (i.e., archival data, surveys, focus groups, key informant interviews, environmental scans) and identify the priority alcohol problems and contributing factors of the target area.

- a. Data Submission: Upon completion of the initial CCA and any required

updates, the Contractor shall submit all raw data and other documentation of findings and results to Substance Abuse Prevention and Control (SAPC) to be incorporated in the County-wide community assessment database. Data integrity must be maintained, and refers to the assurance that facts stored in Contractor's database are consistent, can be reconciled, and accurately reflect the real world they are meant to describe.

- b. Data Management: The Contractor must develop and maintain a *Data Management Plan* that at minimum verifies that all original documents (i.e., surveys, focus group notes) are maintained for the duration of the contract term, and that hard copies are maintained in a locked cabinet and electronic data is password protected.
2. Strategic Prevention Framework (SPF): The five (5) step SPF model is the framework for these prevention services and each step (assessment, capacity, planning, implementation, and evaluation) and the overarching concepts of cultural competency and sustainability, must be appropriately incorporated as needed and required throughout the SOW term, including as further outlined below.
3. Logic Models: Data from the initial CCA will be used to develop a Problem Analysis Logic Model that outlines the priority AOD problems and contributing factors identified during the initial CCA and a Planning Logic Model that translates these priorities into goals and objectives. These logic models will be the foundation for determining what substance abuse prevention efforts are implemented by the Contractor during the Contract term, and/or until another CCA is conducted.

All substance abuse prevention efforts implemented under this SOW must clearly align with the County's SPF plan and substance abuse prevention priorities. For AODPS-CPS contractors this is limited to the following County Goals, Long-Term Objectives (LTO) and Short-Term Objectives (STO):

Goal 1: Decrease underage drinking and binge drinking among youth and young adults in Los Angeles County.

LTO 1.1: Reduce availability of and access to alcohol by underage youth.

STO 1.1.1 - Decrease rates of retail access to alcohol by underage youth.

STO 1.1.2 - Decrease rates of social access to alcohol by underage youth.

STO 1.1.3 - Decrease the availability of alcohol in the community to underage youth.

LTO 1.2: Change social norms that contribute to alcohol use by decreasing favorable attitudes toward underage and binge drinking.

STO 1.2.1 - Increase parent/guardian communication and disapproval of underage alcohol use.

STO 1.2.2 - Increase recognition of high-risk alcohol use patterns among youth and young adults

STO 1.2.3 - Decrease social influences associated with alcohol use among youth and young adults.

STO 1.2.4 - Reduce exposure to outdoor and in-store alcohol advertising.

Goal 2: Decrease illicit drug use (i.e. marijuana, methamphetamine, ecstasy) among youth and young adults in Los Angeles County.

LTO 2.1: Reduce availability of and access to illicit drugs by youth and young adults.

STO 2.1.1 - Decrease rates of access to illicit drugs in homes, parties, and public events.

STO 2.1.2 - Decrease access to illicit drugs in retail settings.

LTO 2.2: Decrease community conditions conducive to illicit drug use.

STO 2.2.1 - Decrease neighborhood tolerance for drug dealing.

STO 2.2.2 - Decrease prevalence of nuisance locations.

LTO 2.3: Change social norms that contribute to substance use by decreasing favorable attitudes toward illicit drug use.

STO 2.3.1 - Increase parent/guardian communication and disapproval of illicit drug use.

STO 2.3.2 - Decrease social influences associated with illicit drug use among youth and young adults.

STO 2.3.3 - Reduce exposure to pro-drug products and advertising.

Goal 3: Decrease misuse of legal products (i.e. inhalants, over-the-counter (OTC) medications, prescription (Rx) drugs) among youth and young adults in Los Angeles County.

LTO 3.1: Reduce availability of and access to legal products that can be misused among youth and young adults.

STO 3.1.1 - Increase retail outlet management of substances that can be misused.

STO 3.1.2 - Increase adult management of substances in the home that can be misused.

LTO 3.2: Change social norms that contribute to substance use by decreasing favorable attitudes toward use of legal products commonly available in the home or retail outlets that can be misused.

STO 3.2.1 - Increase parent/guardian communication and disapproval of OTC, Rx, and inhalants misuse.

STO 3.2.2 - Decrease social influences associated with misuse of legal products among youth and young adults.

4. **Work Plan(s):** The Work Plan shall outline the specific Major Activities and associated Tasks needed to achieve the Provider STOs, and ultimately impact the LTOs and Goals, outlined in the Planning Logic Model. Only the most relevant efforts that directly contribute to achieving the identified County Goals, LTOs and STOs may be included in the Work Plan(s) and claimed for reimbursement. The Work Plan(s) must be completed using the required template and by following the provided instructions, which include but are not limited to the following criteria:
- Two goals (Goal 1 is required) and one associated LTO (LTO 1.1 is required) and STO is required. A separate Work Plan(s) must be completed for each LTO and/or city/community selected.

- b. The Work Plan(s) must include all Major Activities and associated Tasks needed to implement the Prevention Community Council, SPA-Based Coalition on Alcohol Availability and Accessibility and selected evidence-based practices as further outlined; and
 - c. The Work Plan(s) must be submitted to the County at least sixty (60) calendar days prior to the start of each fiscal year for approval. The documents must be submitted in an approvable format and fully detail the necessary Major Activities and associated Tasks to achieve the Provider and County STOs, and include a sufficient volume of services/staff hours for the funding amount; and
 - d. The Work Plan(s) will be an attachment to the contract and may be revised with SAPC approval up to August 31st of the associated fiscal year; and
 - e. Overall, the Work Plan(s) submitted over the entire SOW term must include a logical and appropriate progression in services and activities needed to favorably impact the selected Goals, LTOs and STOs. Furthermore, the identified process and outcome measures should collectively be able to determine if this combination of services and activities had the expected impact or if modifications are needed.
5. Evidence-Based Practices (EBP): Only AOD prevention services, activities, and/or programs that have been adequately substantiated by evidence/research to impact community and/or individual level AOD use and related outcomes may be implemented. As such, all Work Plan Major Activities and associated Tasks must be directly related to successful implementation of allowable EBP(s).

Allowable EBP options include 1) evidence-based programs or curricula categorized under substance abuse prevention on the National Registry of Evidence-based Programs and Practices or Communities That Care Prevention Strategies Guide; 2) substantiated AOD environmental strategies such as those described in the RAND Preventing Underage Drinking Technical Report or the Centers for Disease Control and Prevention Community Guide; or 3) where the program or curricula is not a recognized best practice/model program (as described in one and two above), substantiated results of an evaluation/research conducted by an evaluator independent of the proposer that documents the ability of the program/curricula to achieve the intended outcomes. If using option three (3), the County must ensure that a comprehensive service approach can be implemented based on the selection(s), and validate the research and approve the selection(s) prior to implementation.

Contractor selected evidence-based practices/programs is/are: [Insert EBP(s) Here].

Failure to document implementation of the evidence-based practices listed above with fidelity, including modifications approved by the County, each fiscal year of the SOW term shall be determined a breach of contract, and may result in a funding reduction up to and including SOW termination.

6. Community Engagement: Establish and coordinate a Prevention Community Council (PCC) to obtain community feedback to guide the development of its prevention services and effectively and efficiently adjust to changing community needs. The

PCC shall have an established mission/vision, objectives, structure, and membership roles/responsibilities. It shall convene at least quarterly for the purpose of advancing the AOD prevention objectives. An agenda, sign-in sheet, and meeting minutes must be maintained for each session where the minutes include statements of proceedings, listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken.

The Contractor must also actively participate in the SPA-Based Coalition on Alcohol Availability and Accessibility in the SPA(s) where it provides services to effectively inform, engage, and mobilize community support, particularly in its target area(s), around the Coalition's prevention efforts.

7. Additional Requirements: The *Substance Abuse Prevention Services Program Manual* and associated *Bulletins* and/or *Procedures* provide additional details on programmatic requirements of the Contract, including but not limited to those listed above.

C. PERSONS AND AREAS TO BE SERVED

1. This Contract requires delivery of individual and community focused prevention efforts. For community/environmental services, "persons served" refers to those individuals who are directly involved in the development and/or implementation of such efforts. Depending on what services are outlined in the County approved Work Plan, this may include, but is not limited to, government officials, community members, local businesses, agencies providing various prevention services, and youth advocates. For individual focused services, "persons served" refers to those individuals (e.g., youth, young adults, parents/guardians) who are direct recipients of a service or activity.
2. The following Institute of Medicine (IOM) prevention classification categories are allowable:

Universal Prevention: Targets the entire population (national, local community, school, and neighborhood) with messages and programs aimed at preventing or delaying the (ab)use of alcohol or other drugs. All members of the population share the same general risk for substance (ab)use, although the risk may vary among individuals.

Selective Prevention: Targets subsets of the total population at risk for substance abuse by virtue of their membership in a particular population segment. Selective prevention targets the entire subgroup regardless of the degree of risk of any individual within the group. The selective prevention program is presented to the entire subgroup because the subgroup as a whole is at higher risk for substance abuse than the general population. An individual's personal risk is not specifically assessed or identified, and is based solely on a presumption given his or her membership in the at-risk subgroup.

In all cases, these prevention services shall be directed at individuals who do not require indicated prevention or intervention services, and who never received nor require treatment services, and do not/would not meet criteria for a substance use

disorder according to the Fifth Edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM-5). A screening and/or assessment shall not be conducted for the sole purpose of making this determination. Furthermore, any use of screening tools under prevention contracts must be included on work plans and approved by SAPC in advance.

3. Services will be provided to and/or involve the following age group(s): Check all that apply.

- | | |
|--|---|
| <input type="checkbox"/> Children 0-7 years old | <input type="checkbox"/> Young Adults 18-24 years old |
| <input type="checkbox"/> Children 8-11 years old | <input type="checkbox"/> Adults 25-59 years old |
| <input type="checkbox"/> Youth 12-17 years old | <input type="checkbox"/> Older Adults 60+ years old |

4. All agencies that indicate above, or it is otherwise substantiated, that the contracted and/or provided services require(d) any contact with individuals less than 18 years of age must comply with fingerprint clearance requirements as outlined in the Contract, under Additional Provisions, Paragraph 23, Subparagraph D, Background and Security Investigations.

Services will be made available to ☐ Males ☐ Females.

Unless a specific special population(s) is identified below, services will be made available to all individuals in the specified age group(s) and gender(s) identified above regardless of racial or ethnic status or other special population(s). Special population(s) to be served: ☐ No ☐ Yes

If yes, indicate special population to be served: [Insert Population Here].

5. Services will be provided in SPA [Insert # Here] and Supervisorial District(s) [Insert #(s) Here]. This includes the following Los County city(ies) and/or community(ies): [Insert Names Here], and as defined by the following boundaries (e.g., streets if not entire city, zip codes) [Insert Additional Information Here].

D. SERVICE DELIVERY SITES AND DAYS/HOURS OF OPERATION

The primary and secondary/satellite sites (e.g., schools) where services are provided and/or administered is as follows. Include all sites identified in the County approved Work Plan. A current and executed Memorandum of Understanding (MOU) is required for all regular services provided at schools and other locations where the Contractor does not own or lease the property. This document must comply with all host site requirements (e.g., school, district), including services to be provided (e.g., frequency, days/times, group topics). A copy must be provided to SAPC prior to delivery of services.

Primary Facility Site				
1	Enter Site Name/School Name	Enter Phone #	Enter Fax #	Minors Served?
	MOU?			
	Enter Email Contact Address(es)			
	Enter Days and Hours of Operations			
Enter Site Address				

Secondary or Satellite Facility Sites				
2	Enter Site Name/School Name	Enter Phone #	Enter Fax #	Minors Served?
	MOU?			
	Enter Days and Hours of Operations			
Enter Site Address				
3	Enter Site Name/School Name	Enter Phone #	Enter Fax #	Minors Served?
	MOU?			
	Enter Days and Hours of Operations			
Enter Site Address				
4	Enter Site Name/School Name	Enter Phone #	Enter Fax #	Minors Served?
	MOU?			
	Enter Days and Hours of Operations			
Enter Site Address				
5	Enter Site Name/School Name	Enter Phone #	Enter Fax #	Minors Served?
	MOU?			
	Enter Days and Hours of Operations			
Enter Site Address				

Contractor shall obtain prior written approval from the SAPC Director, at least thirty (30) calendar days before terminating services at primary and secondary/satellite location(s) and/or before commencing such services at any other location. If the population/ages served, days and hours of operation, telephone number, FAX number, or e-mail address of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform the SAPC Director, via formal written letter/notice, at least ten (10) calendar days prior to the effective date(s) thereof.

E. DATA REPORTING, REPORTS AND EVALUATION

1. California Outcome Measurement Service for Prevention (CalOMS Pv): All substance abuse prevention services provided per the County approved Work Plan, including allowable preparation hours and direct service hours, shall be entered in the CalOMS Pv web-based data collection system as required by the California Department of Health Care Services (DHCS) and as further outlined in the following supplemental documents: *Substance Abuse Prevention Services Program Manual*, *CalOMS Pv Reporting and Data Submission Procedure*, *CalOMS Pv Data Entry Process*, *CalOMS Pv Data Entry Terms*, and the *Work Plan Instructions*.

Only Staff Hours spent on the preparation for and direct delivery of services outlined on the County approved Work Plan may be provided and subsequently entered in CalOMS Pv. All Staff Hours entered into CalOMS Pv must be appropriately substantiated and directly correspond with claims reimbursement as further outlined in Section F: Reimbursement and Claims Submission of this SOW. Payments may be delayed and/or disallowed if CalOMS Pv data entry is consistently delinquent, inaccurate, does not fully represent completion of services in the County approved Work Plan, and/or otherwise does not comply with County and DHCS data reporting requirements.

2. Agency Conducted Evaluation: Contractor shall conduct a process and an outcome evaluation to determine whether the Contractor's services, objectives, and outcomes outlined in the County approved Work Plan were achieved, how County goals and objectives were impacted, and whether modifications to the services are required based on the results. The Contractor shall submit a detailed evaluation plan for approval by the County within sixty (60) days of the agreement award and update the plan each fiscal year. The plan includes, but is not limited to, methods and timelines for conducting the process and outcome evaluations, verification that a minimum of five (5) percent of the budget is allocated for program evaluation each fiscal year, how fidelity to the evidence-based model(s) or practice(s) is to be maintained and measured, and the qualifications of the evaluator. The Contractor shall also submit detailed data and summary data as required by County.
3. County Conducted Evaluation: Contractor agrees to participate in a cross-system evaluation as coordinated and required by the County to determine comparative program effectiveness. Contractor participation shall include, but is not limited to, training on program evaluation procedures, data collection and reporting, administration of standardized evaluation and outcome reporting instruments, completing on-line surveys and interviews as requested, and other requirements as detailed by the County. Failure of Contractor to participate in the evaluation activities as described shall constitute a breach of contract and this SOW may be terminated by County.
4. Required Reports: The following reports are required annually and must comply with all requirements outlined in the instructions and template: Annual Work Plan(s), Work Plan Amendments (as required), Year-End Report (including quarterly updates as required), Evaluation Report, Training and Staff Development Plan, and CCA reports and results. Additional reports may be required as necessary to ensure contract compliance and quality assurance. Report formats will be provided, and claims reimbursement may be delayed if reports are not submitted on-time and as required.

F. STAFFING AND TRAINING REQUIREMENTS

1. Program Director: Contractor shall designate a Program Director to administer the prevention services provided under this SOW. In addition to the Minimum Qualifications described below, such person shall have a minimum of two (2) years

of professional experience in the areas of budgeting, facility operation, fiscal management, personnel, evidence-based prevention program planning, report writing, documentation of specific activities, program evaluation and knowledge of State and County funding and other requirements for AOD prevention services.

2. Prevention Coordinator: One full-time equivalent (1 FTE = 40 hours a week) position must be assigned to the AODPS-CPS contract to serve as the Prevention Coordinator. Unless otherwise designated by the Contractor, this individual will be the primary contact for the Contract and responsible for oversight of daily operations including implementation of the County approved Work Plan; ensuring compliance with County, State and federal funding contract requirements; and maintaining compliance with data entry into CalOMS Pv. The Prevention Coordinator is under the supervision of the Program Director.
3. Minimum Qualifications: All staff employed (full-time and part-time) under this SOW to provide direct services (e.g., Staff Hours) must meet the following minimum qualifications:
 - a. One (1) year experience providing alcohol, tobacco, and other drug (ATOD) prevention services prior to employment. Education may be substituted for experience where coursework is directly related to an ATOD prevention or public health field; and
 - b. Experience developing, providing, and/or evaluating community-based environmental prevention programs/services; and
 - c. Experience conducting activities that align with the Strategic Prevention Framework (SPF) Steps: Assessment, Capacity, Planning, Implementation, and Evaluation; and
 - d. Experience engaging and/or organizing community members, businesses, and community leaders in the implementation/adoption of a community and/or population based effort; and
 - e. Ability to implement evidence-based strategies and prevention concepts for addressing alcohol related community problems and contributing factors; and
 - f. Competency to work with the various ethnic/cultural groups in the target area/community.

If applicants for positions other than the Program Director and Prevention Coordinator do not meet the above requirements, other relevant experience (e.g., community organizing, other prevention experience) may be substituted if approved by SAPC in advance of hiring and where agreed to trainings are provided by an external training organization within three (3) months of employment.

4. Staff Positions and Vacancies: All positions outlined on the Budget to provide *Staff Hours* must be filled at the approved designated level throughout the SOW term.

If any position becomes vacant during the term of this SOW, the SAPC Director or designee must be notified within ten (10) calendar days. The resume and related experience for individuals selected to temporarily or permanently fill the Program

Director and Prevention Coordinator positions must be submitted to the designated SAPC representative for review prior to employment. SAPC may deny employment on this SOW when a candidate's experience does not meet minimum requirements and/or is not adequately substantiated. All vacancies must be filled within sixty (60) calendar days after the vacancy occurs.

5. Fingerprint Clearance Requirements: Contractor shall comply with all fingerprint clearance requirements as outlined in the Contract, under Additional Provisions, Paragraph 23, Subparagraph D, Background and Security Investigations.
1. Agency Training Requirements: Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this SOW. Contractor shall be responsible for training employees, as appropriate, concerning applicable federal, State and County laws, regulations, guidelines, directives, and administrative procedures. Contractor shall institute a training program that is approved by the SAPC Director, and includes all County requirements in which all personnel employed in-full or in-part by this SOW shall participate. This includes requirements as outlined in the Contract under Additional Provisions, Paragraph 64, Staff and Training/Staff Development.
6. County Meeting and Training Requirements: The Program Director and/or Prevention Coordinator shall attend all County mandated meetings and trainings, and the representative(s) in attendance must have the ability to participate and make decisions in reference to this SOW on behalf of the Contractor.

G. REIMBURSEMENT AND CLAIMS SUBMISSION

1. Reimbursement Structure: Services will be reimbursed on a Fee-for-Service (FFS) Non-Provisional Staff Hour rate as set forth in the Schedule and as supported by the approved Budget and Budget Justification, where all hours directly correspond with achieving Major Activities and associated Tasks outlined in the County approved Work Plan. Staff Hours billed during a reporting month that do not directly correspond with achievement of services in the County approved Work Plan and/or are not entered in CalOMS Pv as required shall not be reimbursable. Furthermore, if payment is made by the County for services that cannot be substantiated as being completed as indicated and agreed, reimbursement will be reduced and/or disallowed accordingly.

A Staff Hour for the purposes of this SOW is an hour worked by designated staff position titles (per the approved Budget) for which the Contractor compensates an employee for hours spent on the preparation and direct service time directly related to the delivery of services as outlined on the County approved Work Plan excluding administrative time. Daily time records for all designated positions (per the Budget) shall specify the number of direct versus preparations hours and the associated Work Plan task, and be signed by the employee and supervisor confirming the accuracy of the number of Staff Hours unless otherwise directed by the County.

Reimbursement may be delayed and/or disallowed if Contractor is non-compliant with the terms of the SOW including, but not limited to, failure to complete County

approved Work Plan services on-time and in-full, submit required reports on-time and in-full, submit data/documentation reflective of all services as outlined in the County approved Work Plan and as required for the CAA and evaluation, and appropriately document or input service data into the CalOMS Pv database as required. In no event shall County's compensation to Contractor exceed the one-twelfth (1/12) monthly maximum allocation stated herein.

2. Staff and Full-Time Equivalent (FTE) Positions for AODPS-CPS Services:

- a. The total number of FTE positions budgeted is [insert #].
- b. The total number of FTE positions dedicated to perform direct staff hours during the term is [insert #].
- c. Contractor shall provide a minimum of 1,250 actual staff hours for each one-hundred percent (100%) dedicated FTE position(s) during the term.
- d. Contractor shall provide a minimum of [insert #] staff hours (subparagraph F2b multiplied by subparagraph F2ci).

H. **QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the Substance Abuse Prevention and Control Master Audit Program; County Standard Terms and Conditions; as required in the PERFORMANCE BENCHMARKS AND DASHBOARDS Paragraph of the Contract; as required in the QUALITY CONTROL paragraph of this Statement of Work, and the following additional requirements:

1. County Monitoring: Monitoring visits will occur at least once each fiscal year to determine completion of activities, outcomes, and STOs outlined in the *Work Plan* and this SOW. Documentation, in addition to CalOMS Pv reporting, is required to substantiate the provision of services and claims reimbursements. Unsubstantiated and/or incomplete activities will be discussed and included as an area of deficiency in the monitoring site visit report as applicable. All areas of deficiency and/or technical assistance needs will require a written Corrective Action Plan (CAP) where the Contractor must identify the steps to be taken to ensure the deficiencies do not reoccur. A CAP follow-up visit will occur in the next fiscal year.
2. County Observations: In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

I. **QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the designated County Contract Program Auditor for review. The plan shall include, but may not be limited to the following:

1. Method of monitoring to ensure that Contract requirements are being met.

2. A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.
3. As a result of federal, State, and local emphasis on better documenting and assessing program effectiveness, County may, at its sole discretion, require Contractors to participate in County-authorized process and outcome evaluations.

AODPS.CPS

[INSERT AGENCY NAME]**SCHEDULE [SAPC INSERT BEFORE LOCKING]****Alcohol and Other Drug Prevention Services (AODPS)****Comprehensive Prevention Services (CPS)****FEE-FOR-SERVICE STAFF HOUR (NON-PROVISIONAL):**

	<u>Period of 07/01/14 to 06/30/15</u>	<u>07/01/15 to 06/30/16</u>
1. Units of Service (Staff Hour)	\$[insert]	\$[insert]
2. Maximum Allocation	\$[insert]	\$[insert]
3. Projected Revenue	\$[insert]	\$[insert]
4. Projected Total Gross Program Cost (Item 2 plus Item 3)	\$[insert]	\$[insert]
5. Projected Gross Program Cost per Staff Hour (Item 4 divided by Item 1)	\$[insert]	\$[insert]
6. Fee-for-Service Rate per Staff Hour (Item 2 divided by Item 1)	\$[insert]	\$[insert]
7. Maximum Monthly Amount/Allocation (Item 2 divided by Number of Months in Period)	\$[insert]	\$[insert]

Reallocation of funds between SOWs is not permitted under this Contract.

County reserves the right to withhold payments to Contractor for reasons set forth in this Contract, including, but not limited to Paragraph 5, Subparagraph H, and Paragraph 15, Subparagraph G of the CONTRACT.

AODPS.CPS

[INSERT AGENCY NAME]

STATEMENT OF WORK

Alcohol and Other Drug Prevention Services

Friday Night Live

A. SERVICE MODALITIES

Funding provided under this Statement of Work (SOW) shall cover Alcohol and Other Drug Prevention Services (AODPS), Friday Night Live (FNL) as described herein.

AODPS-FNL contracts aim to decrease 1) underage drinking and binge drinking; 2) illicit drug use that is marijuana, methamphetamine, and ecstasy; and/or 3) misuse of legal products that is inhalants, over-the-counter (OTC) medications, and prescription (Rx) drugs, among youth and young adults in Los Angeles County. This is achieved by ensuring opportunities for positive youth development, and the ability to identify and direct implementation of school and community-based efforts to reduce alcohol availability and accessibility, and decrease the social norms and community conditions that contribute to alcohol and other drug (AOD) use.

These skills are developed through participation in FNL (high school), Club Live (middle school) and FNL Kids (4th, 5th and 6th grade) school-based chapters, and with the guidance of adult advisors who help facilitate successful implementation of prevention projects, including environmental efforts and social events. The Contractor is responsible for ensuring that the training, resources, and program oversight is sufficient to ensure fidelity to the FNL models and that expansion to additional school sites occurs where appropriate.

B. SERVICES TO BE PROVIDED

1. Members in Good Standing (MIGS): Contractor shall maintain MIGS status throughout the contract term, as determined by the California Friday Night Live Partnership (CFNLP). This is to ensure that all FNL projects statewide apply the same minimum standards, including the foundational evidence-based principal of youth development and utilization of environmental prevention strategies.
2. Chapter Sites: Contractor shall ensure that at least one FNL site implements the *Friday Night Live Roadmap Chapter Project Guide* (hereafter *Roadmap*) with fidelity, and that other sites implement elements of the Roadmap to prepare for future expansion of the model. Additional requirements are as follows:
 - a. Roadmap site(s) must follow the *Roadmap* with fidelity and focus on implementing the Center for Substance Abuse Prevention (CSAP) environmental strategy and the associated activities, with other strategies (i.e., information dissemination, education, alternatives, community-based process) used only to specifically support implementation of the environmentally focused effort(s). Each module (capacity, assessment,

planning and implementation) must be completed by high school students with direction by the advisor, and a timeline and quarterly updates submitted to the County as required.

- b. Non-Roadmap sites must follow the *Friday Night Live Virtual Handbook Program Guide* and the *Component Action Guide*, and incorporate components of the *Roadmap* to improve readiness for future utilization of that model. The FNL (high school), Club Live (middle school), and FNL Kids (elementary school) chapters must be developed and maintained according to CFNLP guidelines and documents, and implement youth led activities (e.g., events, projects) rather than staff directed efforts (e.g., mentoring, classroom education).
- c. FNL and Club Live chapters shall be available in each Service Planning Area (SPA) and distributed proportionally based on data indicators. FNL Kids is optional, but if provided it should also be proportionally available in each SPA. Chapter distribution is as follows but may be updated throughout the term as agreed with SAPC to allow for project growth or redistribution of sites:

Chapter Type	SPA 1	SPA 2	SPA 3	SPA 4	SPA 5	SPA 6	SPA 7	SPA 8
Friday Night Live (High School)	#	#	#	#	#	#	#	#
Club Live (Middle School)	#	#	#	#	#	#	#	#
FNL Kids (Elementary School)	#	#	#	#	#	#	#	#
Roadmap School Site(s)	[insert school name(s)]						[insert SPA]	

- d. Contractor shall ensure, and maintain documentation that, each FNL, Club Live, and FNL Kids chapter:
 - i. Completes and submits the chapter application, chapter profile, and advisor information form each school year; and
 - ii. Submits a monthly activity log (excluding non-instruction months); and
 - iii. Facilitates at least one chapter meeting per month; and
 - iv. Organizes at least one environmental prevention project (excluding FNL Kids chapters) and one social event each school year; and
 - v. Conducts the Youth Development Survey with each FNL and Club Live chapter by April 30 of each year.

3. Adult Advisors: Each FNL, Club Live and FNL Kids school site shall have an adult advisor (e.g., teacher, principal) charged with guiding implementation of the student-led FNL project, and ensuring alignment of efforts with CFNLP and AODPS-FNL requirements. The Contractor shall ensure that each adult advisor is trained on CFNLP and AODPS-FNL requirements at least annually and receives one-on-one guidance at least every other month regarding site specific implementation efforts. A

stipend shall be provided for each adult advisor who is not a Contractor employee, unless not permitted by the advisor's employer. The stipend amount and process for determining distribution shall be approved by SAPC, and documentation shall be maintained to substantiate these requirements.

4. Youth Development: The Contractor shall ensure that employees and advisors are trained in youth development principles, including but not limited to those outlined in the *Friday Night Live/Club Live Youth Development Standards of Practice* and *Friday Night Live/Club Live Operating Principles*, and are capable of modeling these principles and fully incorporating them in all efforts. Training shall occur prior to delivery of services and at least annually thereafter.
5. Youth Council: The Contractor shall maintain a youth council that operates year-round and provides guidance on implementing substance abuse prevention efforts throughout the County. Development of this council shall be done in collaboration with the CFNLP.
6. FNL Branding: The Contractor shall identify all FNL activities using the appropriate branding and logos to ensure statewide continuity and project integrity, including on all distributed materials, banners and posters, and develop and maintain an accessible and youth friendly FNL webpage that outlines project goals, successes, and other related information.
7. Training and Technical Assistance: The Contractor shall participate in all training and technical assistance session required by the CFNLP, including annual conferences. The Contractor shall also ensure that Chapters (e.g., adult advisors) participate in these sessions as appropriate to ensure understanding of program requirements and changes.
8. Work Plan(s): The Work Plan shall outline the specific Major Activities and associated Tasks needed to ensure that adult advisors are fully trained and capable of implementing FNL, Club Live, and/or FNL Kids chapters as designed and intended, and to ensure appropriate development of new chapters and oversight of existing chapters. The Work Plan(s) must be completed using the required template and by following the provided instructions, which include but are not limited to the following criteria:
 - a. The Work Plan(s) must include all Major Activities and associated Tasks needed to develop, implement and effectively oversee each chapter including requirements listed herein; and
 - b. The Work Plan(s) must be submitted to the County at least sixty (60) calendar days prior to the start of each fiscal year for approval. The documents must be submitted in an approvable format and fully detail the necessary Major Activities and associated Tasks, and include a sufficient volume of services/staff hours for the funding amount; and
 - c. The Work Plan(s) will be an attachment to the contract and may be revised with SAPC approval up to August 31st of the associated fiscal year.
9. Additional Requirements: The *Substance Abuse Prevention Services Program*

Manual, and associated *Bulletins* and *Procedures* provide additional details on programmatic requirements of the contract, including but not limited to those listed above.

C. PERSONS AND AREAS TO BE SERVED

1. This Contract requires delivery of substance abuse prevention efforts under the FNL, Club Live, and FNL Kids Chapters, therefore "persons served" refers to those students and adult advisors who are directly involved in the development and/or implementation of such efforts. The following information must align with the County approved Work Plan.
2. The following Institute of Medicine (IOM) prevention classification categories are allowable:

Universal Prevention: Targets the entire population (national, local community, school, and neighborhood) with messages and programs aimed at preventing or delaying the (ab)use of alcohol or other drugs. All members of the population share the same general risk for substance (ab)use, although the risk may vary among individuals.

In all cases, these prevention services shall be directed at individuals who do not require indicated prevention or intervention services, and who never received nor require treatment services, and do not/would not meet criteria for a substance use disorder according to the Fifth Edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM-5). Prevention screenings are not allowable. A screening and/or assessment shall not be conducted for the sole purpose of making this determination.

3. Services will be provided to and/or involve the following age group(s): Check all that apply.

- | | |
|--|---|
| <input type="checkbox"/> Children 0-7 years old | <input type="checkbox"/> Young Adults 18-24 years old |
| <input type="checkbox"/> Children 8-11 years old | <input type="checkbox"/> Adults 25-59 years old |
| <input type="checkbox"/> Youth 12-17 years old | <input type="checkbox"/> Older Adults 60+ years old |

All agencies that indicate above, or it is otherwise substantiated, that the contracted and/or provided services require(d) any contact with individuals less than 18 years of age must comply with fingerprint clearance requirements as outlined in *Section 17k – Staffing* of the Contract.

4. Services will be made available to ☐ Males ☐ Females.

Unless a specific special population(s) is identified below, services will be made available to all individuals in the specified age group(s) and gender(s) identified above regardless of racial or ethnic status or other special population(s). Special population(s) to be served: ☐ No ☐ Yes

If yes, indicate special population to be served: [Insert Population Here].

5. Services will be provided in SPA [Insert # Here] and Supervisorial District(s) [Insert #(s) Here]. This includes the following Los County city(ies) and/or community(ies): [Insert Names Here], and as defined by the following boundaries (e.g., streets if not entire city, zip codes) [Insert Additional Information Here].

D. SERVICE DELIVERY SITES AND DAYS/HOURS OF OPERATION

The primary and secondary/satellite sites (e.g., schools) where services are provided and/or administered is as follows. Include all sites identified in the County approved Work Plan. A current and executed Memorandum of Understanding (MOU) is required for all regular services provided at schools and other locations where the Contractor does not own or lease the property. This document must comply with all host site requirements (e.g., school, district), including services to be provided (e.g., frequency, days/times, group topics). A copy must be provided to SAPC prior to delivery of services. An FNL Charter may be accepted in lieu of an MOU if it includes all required information.

Primary Facility Site					
1	Enter Site Name/School Name	Enter Phone #	Enter Fax #	Minors Served?	MOU?
	Enter Email Contact Address(es)				
	Enter Days and Hours of Operations				
	Enter Site Address				

Secondary or Satellite Facility Sites					
2	Enter Site Name/School Name	Enter Phone #	Enter Fax #	Minors Served?	MOU?
	Enter Days and Hours of Operations				
	Enter Site Address				
3	Enter Site Name/School Name	Enter Phone #	Enter Fax #	Minors Served?	MOU?
	Enter Days and Hours of Operations				
	Enter Site Address				
4	Enter Site Name/School Name	Enter Phone #	Enter Fax #	Minors Served?	MOU?
	Enter Days and Hours of Operations				
	Enter Site Address				

Contractor shall obtain prior written approval from the SAPC Director, at least thirty (30) calendar days before terminating services at primary and secondary/satellite location(s) and/or before commencing such services at any other location. If the population/ages served, days and hours of operation, telephone number, FAX number, or e-mail address of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform the SAPC Director, via formal written letter/notice, at least ten (10) calendar days prior to the effective date(s) thereof.

E. DATA REPORTING, REPORTS AND EVALUATION

1. California Outcome Measurement Service for Prevention (CalOMS Pv): All substance abuse prevention services provided per the County approved Work Plan, including allowable preparation hours and direct service hours, shall be entered in the CalOMS Pv web-based data collection system as required by the California Department of Health Care Services (DHCS), CFNLP and as further outlined in the following supplemental documents: *Substance Abuse Prevention Services Program Manual*, *CalOMS Pv Reporting and Data Submission Procedure*, *CalOMS Pv Data Entry Process*, *CalOMS Pv Data Entry Terms*, and the *Work Plan Instructions*.

Only Staff Hours spent on the preparation for and direct delivery of services outlined on the County approved Work Plan may be provided and subsequently entered in CalOMS Pv. All Staff Hours entered into CalOMS Pv must be appropriately substantiated and directly correspond with claims reimbursement as further outlined in Section F: Reimbursement and Claims Submission of this SOW. Payments may be delayed and/or disallowed if CalOMS Pv data entry is consistently delinquent, inaccurate, does not fully represent completion of services in the County approved Work Plan, and/or otherwise does not comply with County, DHCS and CFNLP data reporting requirements.

2. County Conducted Evaluation: Contractor agrees to participate in a cross-system evaluation as coordinated and required by the County to determine comparative program effectiveness. Contractor participation shall include, but is not limited to, training on program evaluation procedures, data collection and reporting, administration of standardized evaluation and outcome reporting instruments, completing on-line surveys and interviews as requested, and other requirements as detailed by the County. Failure of Contractor to participate in the evaluation activities as described shall constitute a breach of contract and this SOW may be terminated by County.
3. Required Reports: The following reports are required annually and must comply with all requirements outlined in the instructions and template: Annual Work Plan(s), Work Plan Amendments (as required), Year-End Report (including quarterly updates as required), and Training and Staff Development Plan. All reports required by the CFNLP must also be submitted to SAPC in advance for review and comment, including monthly timeline updates and *Roadmap* applications. Contractor must also inform SAPC immediately when the CFNLP provides new guidance or instruction on implementation of the FNL, Club Live, and FNL Kids programs.

Additional reports may be required as necessary to ensure contract compliance and quality assurance. Report formats will be provided and required, and claims reimbursement may be delayed if reports are not submitted on-time and as required.

F. STAFFING AND TRAINING REQUIREMENTS

1. Program Director: Contractor shall designate a Program Director to administer the prevention services provided under this SOW. In addition to the Minimum Qualifications described below, such person shall have a minimum of two (2) years of professional experience in the areas of budgeting, facility operation, fiscal management, personnel, evidence-based prevention program planning, report writing, documentation of specific activities, program evaluation and knowledge of State and County funding and other requirements for AOD prevention services.
2. Prevention Coordinator: One full-time equivalent (1 FTE = 40 hours a week) position must be assigned to the AODPS-FNL contract to serve as the Prevention Coordinator. Unless otherwise designated by the Contractor, this individual will be the primary contact for the Contract and responsible for oversight of daily operations including implementation of the County approved Work Plan; ensuring compliance with County, State and federal funding contract requirements; and maintaining compliance with data entry into the CalOMS Pv. The Prevention Coordinator is under the supervision of the Program Director.
3. Minimum Qualifications: All staff employed (full-time and part-time) under this SOW to provide direct services (e.g., Staff Hours) must meet the following minimum qualifications:
 - a. One (1) year experience providing alcohol, tobacco, and other drug (ATOD) prevention services prior to employment. Education may be substituted for experience where coursework is directly related to an ATOD prevention or public health field; and
 - b. Experience developing, providing, and/or evaluating community-based environmental prevention programs/services; and
 - c. Experience conducting activities that align with the Strategic Prevention Framework (SPF) Steps: Assessment, Capacity, Planning, Implementation, and Evaluation; and
 - d. Ability to implement evidence-based strategies and prevention concepts for addressing alcohol related community problems and contributing factors; and
 - e. Competency to work with the various ethnic/cultural groups in the target area/community.

If applicants for positions other than the Program Director and Prevention Coordinator do not meet the above requirements, other relevant experience (e.g., community organizing, other prevention experience) may be substituted if approved by SAPC in advance of hiring and where agreed to trainings are provided by an external training organization within three (3) months of employment.

4. Staff Positions and Vacancies: All positions outlined on the Budget to provide *Staff Hours* must be filled at the approved designated level throughout the SOW term.

If any position becomes vacant during the term of this SOW, the SAPC Director or designee must be notified within ten (10) calendar days. The resume and related experience for individuals selected to temporarily or permanently fill the Program

Director and Prevention Coordinator positions must be submitted to the designated SAPC representative for review prior to employment. SAPC may deny employment on this SOW when a candidate's experience does not meet minimum requirements and/or is not adequately substantiated. All vacancies must be filled within sixty (60) calendar days after the vacancy occurs.

5. Fingerprint Clearance Requirements: Contractor shall comply with all fingerprint clearance requirements as outlined under *Section 17k – Staffing* of the Contract.
6. Agency Training Requirements: Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this SOW. Contractor shall be responsible for the training employees, as appropriate, concerning applicable federal, State and County laws, regulations, guidelines, directives, and administrative procedures. Contractor shall institute a training program that is approved by the SAPC Director, and includes all County requirements in which all personnel employed in-full or in-part by this SOW shall participate. This includes requirements as outlined under *Section 17K – Training* of the Contract.
7. County Meeting and Training Requirements: The Program Director and/or Prevention Coordinator shall attend all County required meetings and trainings, and the representative(s) in attendance must have the ability to participate and make decisions in reference to this SOW on behalf of the Contractor.

G. REIMBURSEMENT AND CLAIMS SUBMISSION

1. Reimbursement Structure: Services will be reimbursed on a Fee-for-Service (FFS) Non-Provisional Staff Hour rate as set forth in the Schedule and as supported by the approved Budget and Budget Justification, where all hours directly correspond with achieving Major Activities and associated Tasks outlined in the County approved Work Plan. Staff Hours billed during a reporting month that do not directly correspond with achievement of services in the County approved Work Plan and/or are not entered in CalOMS Pv as required shall not be reimbursable. Furthermore, if payment is made by the County for services that cannot be substantiated as being completed as indicated and agreed, reimbursement will be reduced and/or disallowed accordingly.

A Staff Hour for the purposes of this SOW is an hour worked by designated staff position titles (per the approved Budget) for which the Contractor compensates an employee for hours spent on the preparation and direct service time directly related to the delivery of services as outlined on the County approved Work Plan excluding administrative time. Daily time records for all designated positions (per the Budget) shall specify the number of direct versus preparations hours and the associated Work Plan task, and be signed by the employee and supervisor confirming the accuracy of the number of Staff Hours unless otherwise directed by the County.

Reimbursement may be delayed and/or disallowed if Contractor is non-compliant with the terms of the SOW including, but not limited to, failure to complete County approved Work Plan services on-time and in-full, submit required reports on-time

and in-full, submit data/documentation reflective of all services as outlined in the County approved Work Plan and appropriately document or input service data into the CalOMS Pv database as required. In no event shall County's compensation to Contractor exceed the one-twelfth (1/12) monthly maximum allocation stated herein.

2. Staff and Full-Time Equivalent (FTE) Positions for AODPS-FNL Services:

- a. The total number of FTE positions budgeted is [insert #].
- b. The total number of FTE positions dedicated to perform direct staff hours during the term is [insert #].
- c. Contractor shall provide a minimum of 1,250 actual staff hours for each one-hundred percent (100%) dedicated FTE position(s) during the term.
- d. Contractor shall provide a minimum of [insert #] staff hours (subparagraph F2b multiplied by subparagraph F2ci).

H. QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the Substance Abuse Prevention and Control Master Audit Program; County Standard Terms and Conditions; as required in the PERFORMANCE BENCHMARKS AND DASHBOARDS Paragraph of the Contract; as required in the QUALITY CONTROL paragraph of this Statement of Work, and the following additional requirements:

1. County Monitoring: Monitoring visits will occur at least once each fiscal year to determine completion of activities, outcomes, and STOs outlined in the Work Plan and this SOW. Documentation, in addition to CalOMS Pv reporting, is required to substantiate the provision of services and claims reimbursements. Unsubstantiated and/or incomplete activities will be discussed and included as an area of deficiency in the monitoring site visit report as applicable. All areas of deficiency and/or technical assistance needs will require a written Corrective Action Plan (CAP) where the Contractor must identify the steps to be taken to ensure the deficiencies do not reoccur. A CAP follow-up visit will occur in the next fiscal year.
2. County Observations: In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

I. QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the designated County Contract Program Auditor for review. The plan shall include, but may not be limited to the following:

1. Method of monitoring to ensure that Contract requirements are being met.
2. A record of all inspections conducted by the Contractor, any corrective action taken,

the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

3. As a result of federal, State, and local emphasis on better documenting and assessing program effectiveness, County may, at its sole discretion, require Contractors to participate in County-authorized process and outcome evaluations.

AODPS.FNL

[INSERT AGENCY NAME]

SCHEDULE [SAPC INSERT BEFORE LOCKING]

Alcohol and Other Drug Prevention Services (AODPS)

Friday Night Live (FNL)

FEE-FOR-SERVICE STAFF HOUR (NON PROVISIONAL):

	<u>Period of 07/01/14 to 06/30/15</u>	<u>07/01/15 to 06/30/16</u>
1. Units of Service (Staff Hour)	\$[insert]	\$[insert]
2. Maximum Allocation	\$[insert]	\$[insert]
3. Projected Revenue	\$[insert]	\$[insert]
4. Projected Total Gross Program Cost (Item 2 plus Item 3)	\$[insert]	\$[insert]
5. Projected Gross Program Cost per Staff Hour (Item 4 divided by Item 1)	\$[insert]	\$[insert]
6. Fee-for-Service Rate per Staff Hour (Item 2 divided by Item 1)	\$[insert]	\$[insert]
7. Maximum Monthly Amount/Allocation (Item 2 divided by Number of Months in Period)	\$[insert]	\$[insert]

Reallocation of funds between SOWs is not permitted under this Contract.

County reserves the right to withhold payments to Contractor for reasons set forth in this Contract, including, but not limited to Paragraph 5, Subparagraph H, and Paragraph 15, Subparagraph G of the CONTRACT.

AODPS.FNL

[INSERT AGENCY NAME]**STATEMENT OF WORK****Alcohol and Other Drug Prevention Services
Strategic Prevention Framework – State Incentive Grant****A. SERVICE MODALITIES**

Funding provided under this Statement of Work (SOW) shall cover Alcohol and Other Drug Prevention Services (AODPS), Strategic Prevention Framework, State Incentive Grant (SPF-SIG) as described herein.

AODPS SPF-SIG contract aims to 1) reduce retail availability of alcohol to youth; 2) reduce social availability of alcohol to youth, and/or 3) reduce drinking and driving in specified cities throughout the State of California. In Los Angeles County, this is the city of Santa Monica. The selection of environmental efforts/services is data-driven, and designed to specifically address the highest priority alcohol related problems and contributing factors of the target community(ies). This includes addressing where and how alcohol is sold and marketed, alcohol serving and sales practices, alcohol sales to minors, passage of alcohol related ordinances/policies, and compliance with local alcohol related regulations.

Integral to the success of these environmental efforts is active and sustained involvement of local community residents (youth and adults), leaders, non-alcohol and other drug (AOD) focused businesses, AOD service providers, and others who are knowledgeable of the local alcohol related issues and who are committed to engaging in evidence-based solutions. AODPS SPF-SIG contractors maintain formal and consistent community involvement in the development and implementation of its prevention efforts, through regular meetings with community members, local businesses, and governmental organizations, including the local police department.

B. SERVICES TO BE PROVIDED

1. Comprehensive Community Assessment (CCA): Contractor shall conduct a CCA within the first six (6) months of the award (January through June 2012) (hereafter "initial CCA") and throughout the SOW term as required by the County and in accordance with the *Substance Abuse Prevention Services Program Manual*. The purpose of the CCA is to gather and analyze data from a variety of data sources (i.e., archival data, surveys, focus groups, key informant interviews, environmental scans) and identify the priority alcohol problems and contributing factors of the target area.

- a. Data Submission: Upon completion of the initial CCA and any required updates, the Contractor shall submit all raw data and other documentation of findings and results to Substance Abuse Prevention and Control (SAPC) to be incorporated in the County-wide community assessment database. Data

integrity must be maintained, and refers to the assurance that facts stored in Contractor's database are consistent, can be reconciled, and accurately reflect the real world they are meant to describe.

- b. Data Management: The Contractor must develop and maintain a *Data Management Plan* that at minimum verifies that all original documents (i.e., surveys, focus group notes) are maintained for the duration of the contract term, and that hard copies are maintained in a locked cabinet and electronic data is password protected.
2. Strategic Prevention Framework (SPF): The five (5) step SPF model is the framework for these prevention services and each step (assessment, capacity, planning, implementation, and evaluation) and the overarching concepts of cultural competency and sustainability, must be appropriately incorporated as needed and required throughout the SOW term, including as further outlined below.
3. Logic Models: Data from the initial CCA will be used to develop a Problem Analysis Logic Model that outlines the priority alcohol problems and contributing factors identified during the initial CCA and a Planning Logic Model that translates these priorities into goals and objectives. These logic models will be the foundation for determining what substance abuse prevention efforts are implemented by the Contractor during the Contract term, and/or until another CCA is conducted.

All substance abuse prevention efforts implemented under this SOW must clearly align with the goals for SPF-SIG project sites:

Goal 1: Reduce availability of alcohol to youth in the city of Santa Monica
--

Goal 2: Reduce social availability of alcohol to youth in the city of Santa Monica.
--

Goal 3: Reduce drinking and driving in the city of Santa Monica.

4. Work Plan(s): The Work Plan shall outline the specific Major Activities and associated Tasks needed to achieve the strategies and activities designed to impact the SPF-SIG goals. The Work Plan(s) must be completed using the required template and by following the provided instructions.
5. Evidence-Based Practices (EBP): Only alcohol related environmental prevention efforts that have been adequately substantiated by evidence/research, and those permitted by the California Department of Health Care Services (DHCS) and the Prevention Research Center may be implemented. As such, all Work Plan Major Activities and associated Tasks must be directly related to successful implementation of allowable environmental related EBP(s).

Contractor selected evidence-based practices/programs is/are: [Insert EBP(s) Here].

Failure to document implementation of the evidence-based practices listed above with fidelity, including modifications approved by the County, each fiscal year of the SOW term shall be determined a breach of contract, and may result in a funding reduction up to and including SOW termination.

6. Community Engagement: The Contractor will maintain formal and consistent community involvement in the development and implementation of its prevention efforts, through regular meetings with community members, local businesses, and governmental organizations, including the local police department.
7. Additional Requirements: The *Substance Abuse Prevention Services Program Manual* and associated *Bulletins* and/or *Procedures* provide additional details on programmatic requirements of the Contract, including but not limited to those listed above.

C. PERSONS AND AREAS TO BE SERVED

1. This Contract requires delivery of environmental prevention efforts, therefore "persons served" refers to those individuals who are directly involved in the development and/or implementation of such efforts. Depending on what services are outlined in the County approved Work Plan, this may include, but is not limited to, government officials, community members, local businesses, agencies providing various prevention services, and youth advocates.

2. The following Institute of Medicine (IOM) prevention classification categories are allowable:

Universal Prevention: Targets the entire population (national, local community, school, and neighborhood) with messages and programs aimed at preventing or delaying the (ab)use of alcohol or other drugs. All members of the population share the same general risk for substance (ab)use, although the risk may vary among individuals.

In all cases, these prevention services shall be directed at individuals who do not require indicated prevention or intervention services, and who never received nor require treatment services, and do not/would not meet criteria for a substance use disorder according to the Fifth Edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM-5). Prevention screenings are not allowable.

3. Services will be provided to and/or involve the following age group(s): Check all that apply.

- | | |
|--|---|
| <input type="checkbox"/> Children 0-7 years old | <input type="checkbox"/> Young Adults 18-24 years old |
| <input type="checkbox"/> Children 8-11 years old | <input type="checkbox"/> Adults 25-59 years old |
| <input type="checkbox"/> Youth 12-17 years old | <input type="checkbox"/> Older Adults 60+ years old |

All agencies that indicate above, or it is otherwise substantiated, that the contracted and/or provided services require(d) any contact with individuals less than 18 years of age must comply with fingerprint clearance requirements as outlined in the Contract, under Additional Provisions, Paragraph 23, Subparagraph D, Background and Security Investigations.

4. Services will be made available to ☐ Males ☐ Females.

Unless a specific special population(s) is identified below, services will be made

available to all individuals in the specified age group(s) and gender(s) identified above regardless of racial or ethnic status or other special population(s). Special population(s) to be served: ☐ No ☐ Yes

If yes, indicate special population to be served: [Insert Population Here].

5. Services will be provided in SPA [Insert # Here] and Supervisorial District(s) [Insert #(s) Here]. This includes the following Los County city(ies) and/or community(ies): [Insert Names Here], and as defined by the following boundaries (e.g., streets if not entire city, zip codes) [Insert Additional Information Here].

D. SERVICE DELIVERY SITES AND DAYS/HOURS OF OPERATION

The primary and secondary/satellite sites (e.g., schools) where services are provided and/or administered is as follows. Include all sites identified in the County approved Work Plan.

Primary Facility Site					
1	Enter Site Name/School Name	Enter Phone #	Enter Fax #	Minors Served?	MOU?
	Enter Email Contact Address(es)				
	Enter Days and Hours of Operations				
	Enter Site Address				
Secondary or Satellite Facility Sites					
2	Enter Site Name/School Name	Enter Phone #	Enter Fax #	Minors Served?	MOU?
	Enter Days and Hours of Operations				
	Enter Site Address				
3	Enter Site Name/School Name	Enter Phone #	Enter Fax #	Minors Served?	MOU?
	Enter Days and Hours of Operations				
	Enter Site Address				

Contractor shall obtain prior written approval from the SAPC Director, at least thirty (30) calendar days before terminating services at primary and secondary/satellite location(s) and/or before commencing such services at any other location. If the population/ages served, days and hours of operation, telephone number, FAX number, or e-mail address of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform the SAPC Director, via formal written letter/notice, at least ten (10) calendar days prior to the effective date(s) thereof.

E. DATA REPORTING, REPORTS AND EVALUATION

1. California Outcome Measurement Service for Prevention (CalOMS Pv): All

substance abuse prevention services provided per the County approved Work Plan shall be entered in the CalOMS Pv web-based data collection system as required by DHCS and as further outlined in the following supplemental documents: *Substance Abuse Prevention Services Program Manual*, *CalOMS Pv Reporting and Data Submission Procedure*, *CalOMS Pv Data Entry Process*, *CalOMS Pv Data Entry Terms*, and the *Work Plan Instructions*.

Payments may be delayed and/or disallowed if CalOMS Pv data entry is consistently delinquent, inaccurate, does not fully represent completion of services in the County approved Work Plan, and/or otherwise does not comply with County and DHCS data reporting requirements.

2. DHCS Conducted Evaluation: Contractor agrees to participate in a cross-system evaluation as coordinated and required by DHCS to determine comparative program effectiveness. Contractor participation shall include, but is not limited to, training on program evaluation procedures, data collection and reporting, administration of standardized evaluation and outcome reporting instruments, completing on-line surveys and interviews as requested, and other requirements as detailed by the County. Failure of Contractor to participate in the evaluation activities as described shall constitute a breach of contract and this SOW may be terminated by County.
3. Required Reports: The following reports are required annually and must comply with all requirements outlined in the instructions and template: Annual Work Plan(s), Work Plan Amendments (as required), Year-End Report (including quarterly updates as required), and all other reports and documents required by DHCS for SPF-SIG grantees. Additional reports may be required as necessary to ensure contract compliance and quality assurance. Report formats will be provided, and claims reimbursement may be delayed if reports are not submitted on-time and as required.

F. STAFFING AND TRAINING REQUIREMENTS

1. Program Director: Contractor shall designate a Program Director to administer the prevention services provided under this SOW. In addition to the Minimum Qualifications described below, such person shall have a minimum of two (2) years of professional experience in the areas of budgeting, facility operation, fiscal management, personnel, evidence-based prevention program planning, report writing, documentation of specific activities, program evaluation and knowledge of State and County funding and other requirements for AOD prevention services.

This individual will be the primary contact for the Contract and responsible for oversight of daily operations including implementation of the County approved Work Plan; ensuring compliance with County, State and federal funding contract requirements; and maintaining compliance with data entry into CalOMS Pv.

2. Minimum Qualifications: All staff employed (full-time and part-time) under this SOW to provide direct services must meet the following minimum qualifications:
 - a. One (1) year experience providing alcohol, tobacco, and other drug (ATOD) prevention services prior to employment. Education may be substituted for

experience where coursework is directly related to an ATOD prevention or public health field; and

- b. Experience developing, providing, and/or evaluating community-based environmental prevention programs/services; and
- c. Experience conducting activities that align with the Strategic Prevention Framework (SPF) Steps: Assessment, Capacity, Planning, Implementation, and Evaluation; and
- d. Experience engaging and/or organizing community members, businesses, and community leaders in the implementation/adoption of a community and/or population based effort; and
- e. Ability to implement evidence-based strategies and prevention concepts for addressing alcohol related community problems and contributing factors; and
- f. Competency to work with the various ethnic/cultural groups in the target area/community.

If applicants for positions other than the Program Director do not meet the above requirements, other relevant experience (e.g., community organizing, other prevention experience) may be substituted if approved by SAPC in advance of hiring and where agreed to trainings are provided by an external training organization within three (3) months of employment.

3. Staff Positions and Vacancies: All positions outlined on the Budget must be filled at the approved designated level throughout the SOW term.

If any position becomes vacant during the term of this SOW, the SAPC Director or designee must be notified within ten (10) calendar days. The resume and related experience for individuals selected to temporarily or permanently fill the Program Director position must be submitted to the designated SAPC representative for review prior to employment. SAPC may deny employment on this SOW when a candidate's experience does not meet minimum requirements and/or is not adequately substantiated. All vacancies must be filled within sixty (60) calendar days after the vacancy occurs.

4. Fingerprint Clearance Requirements: Contractor shall comply with all fingerprint clearance requirements as outlined in the Contract under Additional Provisions, Paragraph 23, Subparagraph D, Background and Security Investigations.
5. Agency Training Requirements: Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this SOW. Contractor shall be responsible for training employees, as appropriate, concerning applicable federal, State and County laws, regulations, guidelines, directives, and administrative procedures. Contractor shall institute a training program that is approved by the SAPC Director, and includes all County requirements in which all personnel employed in-full or in-part by this SOW shall participate. This includes requirements as outlined in the Contract under Additional Provisions, Paragraph 64, Staff and Training/Staff Development.

6. County Meeting and Training Requirements: The Program Director shall attend all County mandated meetings and trainings, and the representative(s) in attendance must have the ability to participate and make decisions in reference to this SOW on behalf of the Contractor.

G. REIMBURSEMENT AND CLAIMS SUBMISSION

Reimbursement Structure: Contractor will be reimbursed for actual reimbursable costs incurred while providing services designated in this SOW in accordance with the dollar amounts listed in the Schedule(s) and detailed in the Budget(s) attached hereto and incorporated herein by reference, and as such costs are reflected in Contractor's billing statements. The definition of "services" shall include time spent performing any service activities designated in this SOW and shall also include time spent on preparation for such service activities.

Reimbursement may be delayed and/or disallowed if Contractor is non-compliant with the terms of the SOW including, but not limited to, failure to complete County approved Work Plan services on-time and in-full, submit required reports on-time and in-full, submit data/documentation reflective of all services as outlined in the County approved Work Plan, and appropriately document or input service data into the CalOMS Pv database as required. In no event shall County's compensation to Contractor exceed the one-twelfth (1/12) monthly maximum allocation stated herein.

H. QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the Substance Abuse Prevention and Control Master Audit Program; County Standard Terms and Conditions; as required in the PERFORMANCE BENCHMARKS AND DASHBOARDS Paragraph of the Contract; as required in the QUALITY CONTROL paragraph of this Statement of Work, and the following additional requirements:

1. County Monitoring: Monitoring visits will occur at least once each fiscal year to determine completion of activities, outcomes, and STOs outlined in the *Work Plan* and this SOW. Documentation, in addition to CalOMS Pv reporting, is required to substantiate the provision of services and claims reimbursements. Unsubstantiated and/or incomplete activities will be discussed and included as an area of deficiency in the monitoring site visit report as applicable. All areas of deficiency and/or technical assistance needs will require a written Corrective Action Plan (CAP) where the Contractor must identify the steps to be taken to ensure the deficiencies do not reoccur. A CAP follow-up visit will occur in the next fiscal year.
2. County Observations: In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

I. QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The

Plan shall be submitted to the designated County Contract Program Auditor for review. The plan shall include, but may not be limited to the following:

1. Method of monitoring to ensure that Contract requirements are being met.
2. A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.
3. As a result of federal, State, and local emphasis on better documenting and assessing program effectiveness, County may, at its sole discretion, require Contractors to participate in County-authorized process and outcome evaluations.

AODPS.SPF-SIG

[INSERT AGENCY NAME]**SCHEDULE [SAPC INSERT BEFORE LOCKING]****Alcohol and Other Drug Prevention Services (AODPS)****Strategic Prevention Framework – State Incentive Grant (SPF-SIG)****COST REIMBURSEMENT:**

	<u>Period of 07/01/14 to 06/30/15</u>	<u>07/01/15 to 06/30/16</u>
1. Maximum Allocation	\$[insert]	\$[insert]
2. Projected Revenue	\$[insert]	\$[insert]
3. Gross Program Allocation (Item 1 plus Item 2)	\$[insert]	\$[insert]
4. Maximum Monthly Amount/Allocation (Item 1 divided by the number of months in the period)	\$[insert]	\$[insert]

Reallocation of funds between SOWs is not permitted under this Contract.

County reserves the right to withhold payments to Contractor for reasons set forth in this Contract, including, but not limited to Paragraph 5, Subparagraph H, and Paragraph 15, Subparagraph G of the CONTRACT.

AODPS.SPF-SIG

[INSERT AGENCY NAME]
BUDGET [SAPC INSERT BEFORE LOCKING]
Alcohol and Other Drug Prevention Services (AODPS)
Strategic Prevention Framework – State Incentive Grant (SPF-SIG)

ITEM:

Period of 07/01/14 to 06/30/15

1. Salaries	\$ <u>[insert]</u>
2. Facility Rent/Lease	\$ <u>[insert]</u>
3. Equipment Leases	\$ <u>[insert]</u>
4. Services and Supplies	\$ <u>[insert]</u>
5. Administrative Overhead	\$ <u>[insert]</u>
6. Gross Budget	\$ <u>[insert]</u>

County reserves the right to withhold payments to Contractor for reasons set forth in this Contract, including, but not limited to Paragraph 5, Subparagraph H, and Paragraph 15, Subparagraph G of the CONTRACT.

AODPS.SPF-SIG

**DEPARTMENT OF PUBLIC HEALTH
ALCOHOL AND OTHER DRUG PREVENTION SERVICES
EVALUATION SERVICES**

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STANDARD EXHIBITS

- Exhibit A – Statement(s) of Work
- Exhibit B – Scope(s) of Work (Intentionally Omitted)
- Exhibit C – Contract Maximum Obligation
- Exhibit D – Contractor's EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)

UNIQUE EXHIBITS

- Exhibit G – Charitable Act Compliance

Contract No. PH-Pending

**ALCOHOL AND OTHER DRUG PREVENTION SERVICES
EVALUATION SERVICES**

THIS CONTRACT is made and entered into this _____
day of _____, 2014,

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

(hereafter "Contractor")

WHEREAS, California Health and Safety Code Section 101025 places upon County's Board of Supervisors ("Board"), the duty to preserve and protect the public's health; and

WHEREAS, California Health and Safety Code Section 101000 requires County's Board to appoint a County Health Officer, who is also the Director of County's Department of Public Health ("DPH" or "Department"), to provide services directed toward the prevention or mitigation of communicable and infectious diseases within the jurisdiction of County; and

WHEREAS, the term "Director" as used herein refers to the County's Director of DPH, or his duly authorized designee; (hereafter jointly referred to as "Director"); and

WHEREAS, County is authorized by Government Code Section 31000 to contract for these services, and

(

WHEREAS, this Contract is contemplated and authorized by Division 10.5 of the California Health and Safety Code commencing with Section 11750; Title 9 of the California Code of Regulations ("CCR"), Division 4; Chapter 4, Subchapter 1, Sections 10000, et seq.; Title 42, United States Code, Section 300x-21 et seq.; Title 45, Code of Federal Regulations (CFR), Part 96 SAPT Block Grant regulations; Title 42 CFR Part 2, Confidentiality of Alcohol and Drug Abuse Patient Data; Title 42 CFR Part 54, Charitable Choice Regulations, ADP Bulletin 04-5 and Attachments; 42 C; Title 21, CFR Part 1300, et seq.; Title 42, CFR Part 8; Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1, (Document 2C); Title 45, CFR Part 84, Americans With Disabilities Act; Public Safety Realignment Act-Assembly Bills 109 and 117; and

WHEREAS, the terms "SAPC" and "State", as used in this Contract, refer to County's Substance Abuse Prevention and Control ("SAPC") and the California Department of Health Care Services, respectively; and

WHEREAS, throughout this Contract, the term "participant" shall be used for all individuals receiving substance abuse prevention services, who do not or would not require substance abuse treatment services; and

WHEREAS, the term "Director", as used in this Contract, refers to County's Director of the Department of Public Health (DPH) or his/her authorized designee; and

WHEREAS, the term "fiscal year", as used in this Contract, refers to County's fiscal year which commences July 1 and ends the following June 30; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this contract and under the terms and conditions hereafter set forth; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1. APPLICABLE DOCUMENTS:

Exhibits A, C,(C-1, C-2 and C-3) D, E, F, and G are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits as listed below:

Standard Exhibits

- Exhibit A – Statement(s) of Work
- Exhibit B – Scope of Work (Intentionally Omitted)
- Exhibit C – Contract Maximum Obligation
- Exhibit D – Contractor's EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)

Unique Exhibits

- Exhibit G – Charitable Act Compliance

2. DESCRIPTION OF SERVICES:

- A. Contractor shall provide services in the manner described in Exhibit A (Statement(s) of Work identified as Exhibit A-X), attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

C. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3. TERM OF CONTRACT:

The term of this Contract shall be effective July 1, 2014 and shall continue in full force and effect through June 30, 2017, unless sooner terminated or extended, in whole or in part, as provided in this Contract. The Contractor shall notify DPH-SAPC when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DPH-SAPC at the address herein provided in Paragraph 21, NOTICES.

4. MAXIMUM OBLIGATION OF COUNTY:

A. Effective July 1, 2014 through June 30, 2015, the maximum obligation of County for all services provided hereunder shall not exceed Five Hundred Twenty-Five Thousand Dollars (\$525,000.00), as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.

B. Effective July 1, 2015 through June 30, 2016, the maximum obligation of County for all services provided hereunder shall not exceed Six

Hundred Twenty-five Thousand Dollars (\$625,000.00), as set forth in Exhibit C-2, attached hereto and incorporated herein by reference.

C. Effective July 30, 2016 through June 30, 2017, the maximum obligation of County for all services provided hereunder shall not exceed Three Hundred Thousand Dollars (\$300,000.00), as set forth in Exhibit C-3, attached hereto and incorporated herein by reference.

D. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

E. The Contractor shall maintain a system of record keeping that will allow the contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph 22, Notices.

F. No Payment for Services Provided Following Expiration/Termination of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided

by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5. INVOICES AND PAYMENT:

A. The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in the Statement of Work, Exhibit A and elsewhere hereunder and in accordance with Exhibit C attached hereto and incorporated herein by reference.

B. The Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required reports and/or data. All billings shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor.

C. Billings shall be submitted to County by the tenth (10th) calendar day of the month following the month of service. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance to Exhibit C, attached hereto and incorporated herein by reference.

D. Methods for Reimbursement:

Cost Reimbursement: Contractor shall be paid for actual reimbursable costs incurred while providing services in accordance with the dollar amounts listed in the Rates, Allocations Per Statement of Work, and Contract Maximum Obligation, Exhibit C. Furthermore, reimbursements are made in accordance with the line-item categories of the Budgets. The Definition of “services” for purposes of this Paragraph shall include time spent performing any service activities designated in the Statement of Work and shall also include any time spent on the preparations for such service activities.

E. Billings shall be submitted directly to DPH-SAPC, using the billing system set up for the purpose of billing and reimbursement for substance abuse services.

F. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within forty-five (45) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

If this Contract is terminated prior to the close of the contract period, the cost report shall be for that Contract period which ends on the termination date.

The report shall be submitted within forty-five (45) calendar days after such termination date.

The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the contract period that shall serve as the basis for determining final amounts due to/from the Contractor.

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly billing received.

Failure to provide the annual cost report may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

G. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

H. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the exhibit(s) attached hereto, Director may withhold any payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, County may withhold any payment to Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Contract, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payment due to Contractor for amounts due to County resulting from cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current Contract(s) or any prior Contract(s) between the County and Contractor. The withheld payments will be used to pay all outstanding amounts due to the County. Any remaining withheld payment will be made to the Contractor accordingly.

(6) County may withhold any payment to Contractor if Contractor, in the judgment of the County is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. County will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

I. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement under this contract for at least sixty (60) days at any point during the term of this contract.

6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to 10 percent (10%) above or below each term's annual base maximum obligation; 2) make modifications to or within budget categories within each

budget, as reflected in Exhibit C, up to an adjustment between all budget categories equal to ten percent (10%) of each term's annual base maximum obligation, and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between budgets in this Contract shall be effectuated by an administrative amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within budget categories within each budget, as reflected in Exhibit C, shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

7. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract and any Exhibit(s) attached hereto fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy.

The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to rollover of unspent Contract funds; and/or an internal reallocation of funds between budgets up to 10 percent (10%) of each term's annual base maximum obligation and/or an increase or decrease in funding up to 10 percent (10%) above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each budget, as reflected in Exhibit C, up to an adjustment between all budget categories equal to 10 percent (10%) of each term's annual base maximum obligation, and corresponding adjustment of the scope of work tasks and/or

activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

8. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the

preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

D. (Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit E.

9. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST:

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

10. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

11. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability

policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Department of Public Health
Substance Abuse Prevention and Control
Contract Management and Compliance Division
1000 South Fremont Avenue
Building A-9 East, Third Floor
Alhambra, California 91803

County of Los Angeles – Department of Public Health
Contract Monitoring Unit
5555 Ferguson Drive, Suite 210
Commerce, California 90022
Attention: Chief Contract Monitoring Unit

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or

omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance,

and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance

coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage

as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

12. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office ["ISO"] policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million

Each Occurrence:

\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

E. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

13. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived there from, shall be the sole property of County.

B. Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

C. With respect to any such items which come into existence after the commencement date of the Contract, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

D. During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

E. Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

F. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor shall affix the

following notice to all items developed under this Contract: “© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved.” Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g, curricula, text for vignettes, press releases, advertisements, text for public service announcements for any and all media types, pamphlets, brochures, fliers), software, audiovisual materials (e.g., films, videotapes, websites), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

14. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, shall have prior written approval from the Director or his/her designee prior to its publication, printing, duplication, and implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of five (5) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. For additional information, please refer to the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>

Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This

requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients receiving treatment services (eligibility determination and fees are not allowable for prevention services) must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of five (5) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any

inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Documentation: Contractor shall document the delivery of all specific services identified in the Contract. Such documentation shall include daily and monthly reports of individual staff activities, records of specific service activities, and other records as specified by SAPC. Contractor shall retain s such documentation in Los Angeles County and shall make the same available to County and its representatives at a location in Los Angeles county within ten (10) calendar days of prior written notice by County's SAPC and during normal County business hours for purposes of inspection or audit.

D. Preservation of Records: If following termination of this Contract Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

E. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the County's Department of Public Health ("DPH") Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

F. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service

agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work paper shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate

found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month or months for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a

unit of service provided hereunder are less than the County's payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the Contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum Obligation.

(4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.

16. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST
ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

B. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Contract, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.

17A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit G, the County seeks to ensure that all County contractors which receive or raise

charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

17B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Contract.

17C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76):

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

17D. WHISTLEBLOWER PROTECTIONS:

A. Per statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

B. Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor

Employee Whistleblower Protections that requires that all grantees, their subgrantees, and subcontractors: to inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; to inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and, contractors and grantees shall include such requirements in any agreement made with a subcontractor or subgrantee.

17E. MOST FAVORED PUBLIC ENTITY:

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

17F. LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in

fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

D. If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

(1) Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

17G. COMPLIANCE WITH COUNTY'S CHILD WELLNESS POLICY:

This Contract is subject to Chapter 3.116 of the County Code entitled Los Angeles County Child Wellness Policy (Child Wellness). As required by the Child Wellness policy Contractor shall make every effort to provide current nutrition and physical activity information to parents, caregivers, and staff as recommended by the Centers for Disease Control and Prevention, and the American Academy of Pediatrics; ensure that age appropriate nutritional and physical activity guidelines for children both in out-of-home care and in child care settings are promoted and adhered to; and provide opportunities for public education and training.

17H. LIQUIDATED DAMAGES:

A. If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to

the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

B. If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

C. The action noted in sub-paragraph B above shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

D. This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in sub-paragraph B above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

17I. SPECIAL REPORTS:

Contractor shall submit all required reports to SAPC as outlined in Exhibit A, including submission of California Outcome Measurement Services for Prevention ("CalOMS Pv") data entry on all prevention services delivered. Failure by Contractor to submit the required monthly report to the State of California shall result in all monthly payments being withheld for late submission of reports. Payments shall resume upon report submission by Contractor that is confirmed by the State. Contractor shall make other reports as required by the Director or by the State, concerning Contractor's activities as they relate to this Contract. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

17J. STAFFING: In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional staffing requirements which may be included in the SOW incorporated herein. General requirements are as follows:

A. Language Skills: Contractor is encouraged to recruit and hire staff in service positions who are fluent in American Sign Language and the primary language of any special population group being served.

B. Fingerprint Clearance Requirements: If services provided under SOWs of this Contract require contact with, or participation of, individuals less than 18 years of age, all staff who are funded in-full or in-part by such SOWs, including any volunteers/interns, must receive a Live Scan fingerprint clearance

through the California Department of Justice (DOJ) and Federal Bureau of Investigations (FBI) prior to employment and the delivery of direct services (e.g., staff hours, reimbursed services) on such SOWs. This excludes non-direct service staff whose permanent or temporary job duties, and/or primary work location, does not require contact with minors.

The Contractor is responsible for verifying and substantiating this clearance for all affected employees, including those detailed on the budget and/or where claims have been submitted under this Contract. Failure to substantiate that the required fingerprint clearance was obtained as required will result in the disallowance of any and all claims (e.g., Staff Hours, reimbursed services) associated with the non-cleared individual(s) regardless of whether services provided required contact with minors.

Additional fingerprint clearance requirements are as follows:

- (1) The Contractor must apply with the DOJ to become an “Authorized Applicant Agency” and maintain that status throughout the term of the SOW. If the application is denied or terminated, the SAPC Director must be notified within two (2) business days of DOJ notification; and
- (2) The Contractor must designate a “Custodian of Records”, and apply and submit annual renewals in accordance with DOJ requirements; and

- (3) The Contractor must apply with the DOJ to subscribe to the “Subsequent Arrest Notification Service” to be receive notification(s) of any future California arrests, and if authorized maintain that status throughout the term of the SOW; and
- (4) The Contractor shall not employ an individual if the DOJ and/or FBI fingerprint results indicate a prior conviction or pending criminal trial for crimes related to falsification of public records, sex offenses, violent offenses, and/or crimes against minors, and if the individual has been on active probation or parole within the last three (3) years.

17K. PARTICIPANT ELIGIBILITY: Prevention services shall be directed at individuals who do not require indicated prevention or intervention services, and who never received nor require treatment services, and who do not/would not meet criteria for a substance use disorder according to the Fifth Edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM-5). A screening and/or assessment shall not be conducted for the sole purpose of making this determination. Furthermore, any use of screening and/or assessment tools under prevention contracts must be included on work plans and approved by SAPC in advance

17L. PARTICIPANT FEES The charging of fees for individuals receiving and/or participating in prevention services is not allowable.

17M. EVALUATION OF SERVICES:

Contractor agrees to provide services to County and County participants as described and as summarized in Contractor's Exhibit A, Statements of Work and its attachments, and incorporated herein by reference.

A. As a result of federal, State, and local emphasis on better documentation and assessment of program effectiveness, the County may, at its sole discretion, require Contractor to participate in County-authorized process and outcome evaluations. Evaluation requirements may include, but are not limited to, interviews of program administrators, staff, and participants; completing questionnaires; observation of staff in-service training and staff delivery of services to participants; abstraction of information from participant records; an expansion or enhancement of the California Outcome Measurement Service for Prevention (CalOMS Pv); the reporting of services received by selected participants; and other activities to meet established standards for the conduct of evaluations of acceptable scientific rigor. All evaluation activities will provide suitable program, staff, and participant confidentiality assurances and will be conducted under applicable federal and State law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluations will be conducted under the direction of County with additional oversight by a County-appointed advisory group.

B. Contractor will participate in all other required evaluation efforts as outlined in the SOW(s).

17N. AUTOMATED CALIFORNIA OUTCOME MEASUREMENT SERVICE FOR PREVENTION (CALOMS PV):

Contractor shall participate and cooperate in the automated CalOMS Pv or enhanced replacement system. For the purpose of reporting data, Contractor will enter service data on each prevention activity/effort as allowed per reporting requirements directly into CalOMS Pv via internet or data exchange. In order to access CalOMS Pv, Contractor shall provide a computer that includes but is not limited to, peripherals hardware, software, cable lines and connections, Internet access and modem. Contractor shall provide all necessary maintenance for the computer and related equipment, ensure that the computer equipment and internet connectivity are up to date and in good operational order at all times. Contractor shall ensure that adequate security measures have been taken, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by County. Contractor shall not be held responsible for violation of confidentiality requirements that occur within County's areas of responsibility.

17O. PERFORMANCE BENCHMARKS

A. For purposes of measuring Contractor's performance, the following shall apply:

1. Contractor is required to meet the County Benchmark in the selected areas identified by SAPC through directive(s)

2. If Contractor does not meet one or more of the Benchmarks by the end of each fiscal year (June 30) the Contractor shall develop a performance improvement plan. When a performance improvement plan must be completed, it shall be submitted to SAPC's Director or his designee, by no later than September 15 of the next fiscal year.

3. In addition to providing a performance improvement plan, Contractors that fall at or below twenty percent (20%) on one or more of the benchmarks, as indicated by their Dashboards, shall also participate in SAPC's process improvement activity that addresses the benchmark requiring improvement. Technical assistance may be provided by SAPC to those contractors requesting such assistance. Requests for process improvement technical assistance may be submitted to SAPC Director or his designee.

17P. EMERGENCY MEDICAL TREATMENT Participants treated hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to County nor reimbursable to Contractor hereunder.

17Q. TOBACCO-FREE ENVIRONMENT AND TOBACCO AWARENESS:

Contractor shall provide a tobacco-free environment and develop tobacco awareness at the locations (i.e., facilities) where services are provided under provisions of this Contract, by taking the following actions:

- A. Prohibiting smoking in all areas within the facilities.
- B. Prohibiting smoking within 20 feet of doors and windows at all program facilities.
- C. Integrating information regarding nicotine, smoking cessation, and the trigger effect of secondhand smoke into treatment and recovery program curricula.
- D. Establishing appropriate smoking cessation services, or providing referral to appropriate smoking cessation services, for participants served under this Contract. Contractor's failure to comply with the above listed requirements may result in County's withholding of payments to Contractor under the Contract, or termination of the Contract, or both.

17R. DRUG FREE WORK PLACE:

Contractor certifies that it will comply with the requirements of Government Code Section 8350 et seq. (Drug-Free Work Place Act of 1990) and will provide a drug- free workplace, in the provision of services herein, by taking the following actions:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in a person's or organization's (including Contractor's organization) workplace, including a statement specifying the actions that will be taken against employees for the violations of the prohibitions as required by Government Code Section 8355(a).

B. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

- (1) The dangers of drug abuse in the workplace;
- (2) The person's or organization's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations.

C. Provide, as required by Government Code Section 8355(c), that every employee engaged in the performance of the agreement:

(1) Be given a copy of the County's drug-free policy statement;
and

(2) As a condition of employment on the agreement, agree to abide by the terms of the published statement.

D. Contractor's failure to comply with the above-listed requirements may result in County's withholding of payments to Contractor under the Contract, or termination of the Contract, or both, and Contractor may be ineligible for future County Contracts if the County determines that any of the following has occurred:

(1) Contractor has made a false certification; or

(2) Contractor has violated the certification by failing to carry out the requirements as noted above.

17S. MESSAGES REGARDING THE UNLAWFUL USE OF ALCOHOL AND OTHER DRUGS:

Contractor agrees that any information, material, curricula, teachings, or promotions which are produced under this Contract, including but not limited to, those produced in audio, print, or video, and which pertain to messages provided by Contractor's program to participants and the general public, shall all be produced in accordance with the requirements of Health and Safety Code Sections 11999, 11999.1, 11999.2 and 11999.3, and shall specifically contain a

clear statement that promotes no unlawful use of alcohol and other drugs and that the unlawful use of alcohol and other drugs is both illegal and dangerous.

Contractor shall provide SAPC with any audio, printed, video, or other materials planned for general public dissemination, for review upon SAPC's request.

17T. REPORTING OF CHILD ABUSE OR NEGLECT:

Contractor understands that certain of its staff are "mandated reporters" as defined in the Child Abuse and Neglect Reporting Act, California Penal Code Section 11165.7. Section 11166 of the Penal Code requires a mandated reporter who, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect to report the known or suspected abuse immediately or as soon as practically possible and to prepare and send a written report thereof within thirty six (36) hours of receiving the information concerning the incident. The report may include any non-privileged documentary evidence the mandated reporter possesses related to the incident. Reports of suspected child abuse or neglect shall be made by mandated reporters to the local law enforcement agency, county probation or county welfare departments. Child abuse reports may be made directly to the Los Angeles County Department of Children and Family Services through their 24-hour hotline at (800) 540-4000. If you are a Mandated Reporter, complete your written report online at mandreptla.org. Contractor staff's failure to report as

required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by confinement in county jail for a term not to exceed six months or by a fine of not more than one thousand dollars (\$1,000) or by both. (Penal Code Section 11166.01).

17U. REPORTING OF ELDER AND DEPENDENT ADULT ABUSE:

Contractor understands that certain of its staff are "mandated reporters" as defined in Welfare and Institutions Code Section 15630(a). In such case, Contractor further understands that in suspected instances of elder or dependent adult abuse, such staffs have certain immediate and follow-up reporting responsibilities as described in Welfare and Institutions Code Section 15630. Contractor staff's failure to report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to five thousand dollars (\$5,000), or both.

17V. NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS:

Title 42 of the Code of Federal Regulations, Part 54, shall apply to organizations which meet the definition of a religious organization. This provision applies to federal funds provided for direct funding of substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant. Religious organizations shall be eligible, on the same basis as any other organization, to participate in applicable programs, as long as their services are provided consistent with the Establishment Clause and the

Free Exercise Clause of the First Amendment to the United States Constitution.

Further, said provision prohibits state or local governments receiving federal substance abuse funds from discriminating against an organization that is, or applies to be, a program participant on the basis of the organization's religious character or affiliation. This provision also prohibits the use of funds for support of any inherently religious activities, such as worship, religious instruction, or proselytization and provides program beneficiaries with right to services from an alternative provider if program beneficiary objects to the religious character of a program participant. Contractor shall have a system in place to ensure that referral to an alternative provider or service reasonably meets the requirements of timeliness, capacity, accessibility, and equivalency. Referrals shall be made in a manner consistent with all applicable confidentiality laws, including, but not limited to 42 CFR Part 2 (Confidentiality of Alcohol and Drug Abuse Patient Records), and notices of such referrals shall be made to County in writing.

18. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be deemed a part of the operative provisions of this Contract and are fully binding upon the parties.

19. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Contract (including its ADDITIONAL PROVISIONS) and that of any Exhibit(s), Attachment(s), and any documents

incorporated herein by reference, the language found within this Contract shall govern and prevail.

20. CONTRACTOR'S OFFICES: Contractor's office is located at _____ Contractor's business telephone number is (____) _____, facsimile (FAX) number is (____) _____, and electronic Mail (e-mail) address is _____. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

21. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Substance Abuse Prevention and Control
Contract Management and Compliance Division
1000 South Fremont Avenue
Building A-9 East, Third Floor
Alhambra, California 91803

Attention: Division Director

- (2) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-West
Los Angeles, California 90012-2659

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

- (1) _____

Attention: _____

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ADDITIONAL PROVISIONS

NAME OF CONTRACTOR

ALCOHOL AND OTHER DRUG PREVENTION SERVICES EVALUATION SERVICES

22. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the contractor's Project Manager.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and

pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. County shall perform the background check and bill Contractor for the cost.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the County's criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

23. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

24. AUTHORIZATION WARRANTY:

Contractor hereby represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

25. BUDGET REDUCTION:

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this

Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

26. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION

FLEXIBILITY:

In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of ten (10) calendar days written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

27. COMPLAINTS: The Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

A. Within 30 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

B. The policy shall include, but not be limited to, when and how new clients as well as current and recurring clients are to be informed of the procedures to file a complaint.

C. The client and/or his/her authorized representative shall receive a copy of the procedure.

D. The County will review the Contractor's policy and provide the Contractor with approval of said policy or with requested changes.

E. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 30 business days for County approval.

F. If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

G. The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 15 business days of receiving the complaint.

H. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

I. Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

28. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be

included in this Contract are hereby incorporated herein by reference. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by county in its sole judgment, County shall be entitled to retain its own counsel, including limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

29. COMPLIANCE WITH CIVIL RIGHTS LAW:

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D – Contractor’s EEO Certification.

30. COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM:

A. Jury Service Program: This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>

B. Written Employee Jury Service Policy:

(1) Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall

receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

(3) If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

(4) Contractor’s violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, at its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

31. CONFLICT OF INTEREST:

A. No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and

no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

B. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

32. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's

minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

B. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

33. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor: A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code: The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

C. Non-Responsible Contractor: The County may debar a Contractor if the Board of Supervisors finds, at its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board: If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity

to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds

for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. Subcontractors of Contractor: These terms shall also apply to Subcontractors of County Contractors.

34. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of

business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org

35. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

36. COUNTY'S QUALITY ASSURANCE PLAN:

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

37. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

38. RULES AND REGULATIONS:

During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

39. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

B. If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

40. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and

regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

B. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

41. FACSIMILE REPRESENTATIONS:

The County and the Contractor hereby agree to accept facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on time-sensitive Amendments prepared pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract. The facsimile transmission of such documents must be followed by subsequent (non-facsimile) transmission of "original" versions of such documents within five working days.

42. FAIR LABOR STANDARDS:

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

43. FISCAL DISCLOSURE:

Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Contract a statement, executed by Contractor's duly constituted officers, containing the following information: (1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding; and (2) If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

44. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by

Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.

45. GOVERNING LAW, JURISDICTION, AND VENUE:

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

46. INDEPENDENT CONTRACTOR STATUS:

A. This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits,

Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

C. The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

D. The Contractor shall adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

47. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and

certificate upon request of County's Department of Public Health (DPH) - at any time during the term of this Contract.

48. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Contract are provided services without regard to race, color, religion, national origin, ethnic

group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

B. Facility Access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act. Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

49. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State

laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status,

political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of the Paragraph have been violated, the same shall constitute a material breach of Contract upon which Director may suspend or County may determine to terminate this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a

determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity commission that Contractor has violated Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of the Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

50. NON-EXCLUSIVITY:

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department from acquiring similar, equal, or like goods and/or services from other entities or sources.

51. NOTICE OF DELAYS:

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

52. NOTICE OF DISPUTES:

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding

the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director shall resolve it.

53. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

54. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

55. PROHIBITION AGAINST INDUCEMENT OR PERSUASION:

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

56. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

57. PUBLIC RECORDS ACT:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or

“proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

58. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in

conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or earlier termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or

obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

59. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Director within ten (10) calendar days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the

lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names (s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and

the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If during the term of this Contract the Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

60. REPORTS: Contractor shall make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. In no event, however may County require such reports

unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

61. RECYCLED CONTENT BOND PAPER:

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

62. SOLICITATION OF BIDS OR PROPOSALS:

Contractor acknowledges that County, prior to expiration or earlier termination of this Contract, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Contract. County and its Department of Public Health (DPH) shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

63. STAFFING AND TRAINING/STAFF DEVELOPMENT:

Contractor shall operate continuously throughout the term of this Contract with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the Exhibits attached hereto.

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Contract, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for prevention, treatment, administrative, and support personnel. Participation of prevention, treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such

training/staff development program. The training/staff development program shall be made available to SAPC as requested to ensure appropriateness to Contract requirements.

64. SUBCONTRACTING:

A. For purposes of this Contract, subcontracts must be approved in advance in writing by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Contract.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including

Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

G. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs of the body of this Contract, and all of the provisions of the ADDITIONAL PROVISIONS.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Contract, on or immediately after the effective date of the subcontract, but in no event, later than the date and any services are to be performed under the subcontract.

H. The Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.

I. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

J. The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

K. The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

65. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of the Contractor to maintain compliance with the requirements set forth in this Additional Provisions, Paragraph 36 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to this Additional Provisions, Paragraph 68, TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

66. TERMINATION FOR CONVENIENCE: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar

day advance Notice of Termination specifying the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Contract on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Contract, in accordance with base Contract, Paragraph 15, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of

Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

67. TERMINATION FOR DEFAULT: County may, by written notice of default to Contractor, terminate this Contract immediately in any one of the following circumstances:

A. If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Contract or any extension thereof as County may authorize in writing; or

B. If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem

appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Additional Provisions, Paragraph 46, TERMINATION FOR CONVENIENCE.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

68. TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract, or making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

69. TERMINATION FOR INSOLVENCY: County may terminate this Contract immediately for default in the event of the occurrence of any of the following:

- A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Law or not;
- B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;
- C. The appointment of a Receiver or Trustee for Contractor;
- D. The execution by Contractor of an assignment for the benefit of creditors.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to

those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

70. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

71. TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

72. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Contract.

73. UNLAWFUL SOLICITATION:

Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

74. VALIDITY:

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

75. WAIVER:

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph

shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

76. WARRANTY AGAINST CONTINGENT FEES:

A. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

B. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

77. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED
PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

78. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION
PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in this Additional Provision, Paragraph 56, WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

#02880

UNIVERSITY OF SOUTHERN CALIFORNIA – DEPARTMENT OF PREVENTIVE MEDICINE

STATEMENT OF WORK

Alcohol and Other Drug Prevention Services

Evaluation Services

A. SERVICE MODALITIES

Funding provided under this Statement of Work (SOW) shall cover Alcohol and Other Drug Prevention Services (AODPS), Evaluation Services (ES) as described herein.

AODPS ES contract comprises a series of planned activities directed towards the design and implementation of a comprehensive, multi-site evaluation of the effectiveness of Substance Abuse Prevention and Control's (SAPC) System of Prevention Services, including services delivered by County-funded AODPS Environmental Prevention Services (EPS) and Comprehensive Prevention Services (CPS) contractors(hereafter prevention contractors). This cross-site process and outcome evaluation will include but not be limited to, determining whether the County's prevention services design (e.g., Strategic Prevention Framework [SPF] steps, coalition/advisory groups, evidence-based services, program-level evaluation) was implemented by prevention contractors effectively and as intended and whether the County's prevention goals and objectives were impacted by delivered services over the contract term.

B. SERVICES TO BE PROVIDED

1. Develop and implement an Evaluation Plan, in consultation with SAPC and prevention contractor evaluators, to conduct a process and outcome evaluation as described herein and in accordance with the County's prevention service system design.
 - a. Contractor agrees to develop and implement an Evaluation Plan that is subject to approval by SAPC Director. Contractor agrees to show evidence that its evaluation design is supported by research literature as appropriate and effective for achieving the goals of the evaluation with respect to the targeted population and programs. Contractor must use the American Psychological Association format for citing research studies and include a bibliography of relevant research literature;
 - b. Contractor agrees to align the Evaluation Plan and research design with SAPC Prevention Goals and Objectives and accepted research findings and methodologies, and collaborate with County's Evaluation staff or other person designated by SAPC Director;
 - c. Contractor agrees to comply with Section 504 of the Federal Rehabilitation Act of 1973 and Title III of the Federal Americans with Disabilities Act of 1990. Contractor further agrees to ensure compatibility with the CalOMS data

system and comply with required data reporting of evaluation activities in compliance with funding sources;

- d. Contractor agrees to provide program evaluation services as described and as summarized in Contractor's Evaluation Plan, attached hereto and/or incorporated herein by reference. Contractor shall be responsible for submitting the Evaluation Plan for County's prevention evaluation staff's review and approval before the commencement of services hereunder;
 - e. The Evaluation Plan shall provide a detailed description of specific evaluation activities and identify accountable staff, milestones, key deliverables and completion dates, including quarterly and annual reports containing evaluation data and executive summaries. Completion dates shall not exceed the term of this SOW;
 - f. Contractor agrees to allow County to use the Evaluation Plan to evaluate the effectiveness of the services provided by Contractor under this SOW, and to modify, as required, the services provided by Contractor, or develop and implement a new service or program activity, to improve services received under this SOW. Contractor shall collect and report data on services and/or program operation performance and outcome expectations; and
 - g. Upon prior approval by SAPC Director, Contractor may participate and cooperate in any evaluation study(ies) conducted by County, or in any such study(ies) conducted by federal or State agencies, in which County agrees to participate.
2. Compile and analyze data collected from prevention contractors to assess implementation of the SPF process and of evidence-based prevention efforts.
 3. Provide consultation on methods to analyze provider-level process and outcome data to determine the extent to which the County's goals and objectives were impacted/met.
 4. Distribute evaluation information to a diverse array of audiences, including prevention specialists, community coalition members, program participants, policy makers, and government officials, as approved or requested by SAPC Director or his/her designee.
 5. Additional Requirements: The *Substance Abuse Prevention Services Program Manual* and associated *Bulletins* and/or *Procedures* provide additional details on programmatic requirements of the Contract, including but not limited to those listed above.

C. COUNTY STAFF ROLES AND RESPONSIBILITIES

1. County SAPC management, to the best of their ability, shall assist Contractor in performing the evaluation services described herein, including but not limited to, obtaining the collaboration of appropriate prevention contractors as needed (e.g., for

the collection of data, access to required information, and review of activity records) by Contractor to perform evaluation activities.

2. County's program evaluation staff shall be the primary contact and lead County staff to assist Contractor with County activities hereunder. County's program evaluation staff may delegate duties hereunder to a designee for this SOW.
3. County's program evaluation staff and designee shall be responsible for, but not limited to the following:
 - a. Reviewing all prevention evaluation services objectives, tasks, deliverables, subtasks, and sub-deliverables as stated within Contractor's Evaluation Plan in order to ensure that they are achieved; and
 - b. Providing technical assistance, monthly or as needed, to remedy any problems that interfere with the successful completion of stated Evaluation Plan objectives, tasks, deliverables, subtasks, and sub-deliverables. Technical assistance may include areas relating to County policy, research, evaluation, information, and procedural requirements.
4. Other County employees may be designated by SAPC Director to assist Contractor with County activities hereunder. Contractor agrees that County does not anticipate assigning any County employees to assist Contractor on a full-time basis. County shall notify Contractor in writing of any change in the name or address of County's Evaluation Program Manager.
5. County's prevention evaluation staff and/or other designated County staff shall be made available to Contractor at the discretion of SAPC Director to provide necessary input and assistance in order to answer questions and provide liaison between Contractor and County departments. All County personnel shall be under the supervision of SAPC Director.

D. SERVICE DELIVERY SITES AND DAYS/HOURS OF OPERATION

The primary site where evaluation services are provided and/or administered is as follows.

Primary Facility Site			
1	Enter Site Name	Enter Phone #	Enter Fax #
	Enter Email Contact Address(es)		
	Enter Days and Hours of Operations		
	Enter Site Address		

Contractor shall obtain prior written approval from the SAPC Director, at least thirty (30) calendar days before terminating services at primary and secondary/satellite location(s) and/or before commencing such services at any other location. If the population/ages served, days and hours of operation, telephone number, FAX number, or e-mail address of Contractor facility(ies), as noted above, are changed in any manner,

Contractor shall inform the SAPC Director, via formal written letter/notice, at least ten (10) calendar days prior to the effective date(s) thereof.

E. DATA REPORTING, REPORTS, AND PUBLICATIONS

1. California Outcome Measurement Service for Prevention (CalOMS Pv): All substance abuse prevention services provided per the Evaluation Plan shall be entered in the CalOMS Pv web-based data collection system as required by the California Department of Health Care Services (DHCS) and as further outlined in the following supplemental documents: *Substance Abuse Prevention Services Program Manual*, *CalOMS Pv Reporting and Data Submission Procedure*, *CalOMS Pv Data Entry Process*, *CalOMS Pv Data Entry Terms*, and the *Work Plan Instructions*.

Payments may be delayed and/or disallowed if CalOMS Pv data entry is consistently delinquent, inaccurate, does not fully represent completion of services in the County approved Work Plan, and/or otherwise does not comply with County and DHCS data reporting requirements.

2. Required Reports: Contractor shall submit quarterly reports to County's prevention evaluation staff on its progress toward meeting the objectives, tasks, deliverables, subtasks, and sub-deliverables stated within the Evaluation Plan. The quarterly report should have the following information:
 - a. Period covered by the report;
 - b. Summary of project status for the report period;
 - c. Objectives, tasks, deliverables, subtasks, sub-deliverables, and other work scheduled for the reporting period which were completed;
 - d. Unresolved issues that resulted in the non-completion of objectives, tasks, deliverables, subtasks, sub-deliverables, and other work scheduled for the reporting period;
 - e. Plan of action with an updated milestone chart for resolving the issues that have prevented the successful completion of objectives, tasks, deliverables, subtasks, sub-deliverables, and other work; and
 - f. Any other information or reports required by County as mutually agreed to, or as a result of future contract amendments for evaluation services for specified projects.
3. Annual Presentation: Contractor shall also provide an annual presentation on its evaluation results to SAPC, and participating prevention contractors. For each fiscal year, Contractor agrees to prepare and distribute an annual written report with executive summary that covers the evaluation design, status, and results. Contractor also agrees to provide any additional reports and presentations to other concerned parties as required by SAPC.
4. Publications: Contractor agrees to comply with all Los Angeles County Department

of Public Health (LACDPH) Institutional Review Board (IRB) requirements outlined in the *Data Sharing Policy* as well as those expressly outlined by SAPC including but not limited to the following:

- a. Agreement to allow a designated SAPC staff member (s) to review and approve all manuscripts *prior* to submission for publication;
- b. Agreement to send SAPC citations for any papers, articles, presentations, and other publications based on SAPC data as well as copies of the publications;
- c. Agreement that one or more lead SAPC staff will have the option of being a coauthor on any work using SAPC data or data collected as a result of SAPC funding;
- d. Agreement that assignment of authorship will follow the standard rules of authorship. Work that does not include a SAPC author shall include the disclaimer that Los Angeles County Department of Public Health (LACDPH) is not responsible for results or conclusions;
- e. Agreement that ownership of the data generated by County personnel/and or SAPC-funded contractors belongs solely to SAPC; and
- f. Agreement that the LACDPH/SAPC *Data Sharing Policy* form be signed by all Contractor staff assigned to work on this SOW prior to initiation of evaluation services and data collection.

F. STAFFING AND TRAINING REQUIREMENTS

1. Principal Investigator and Project Leader: Contractor's Project Leader for this SOW shall be at minimum a part-time employee of the Contractor. Contractor's Project Leader and/or his/her designee shall be responsible for Contractor's implementation of the Evaluation Plan, day-to-day activities as related to this SOW, and reporting to County in the manner set forth in the SOW.

Contractor's Project Leader shall meet quarterly, or as needed, with County's SAPC management and evaluation staff to review the progress of this SOW. Contractor's Project Leader is not authorized to make any changes in any of the terms and conditions of this SOW and is not authorized to further obligate Contractor in any respect whatsoever.

2. Program Manager: Contractor may assign aspects of the program's administration responsibilities to the Program Manager, whose responsibilities include oversight of daily operations, data collection, data entry for the California Outcomes Measurement Service for Prevention (CalOMS Pv) and ensuring compliance with County, State and federal funding requirements, and who is under the direct supervision of the Project Leader.
3. Co-Investigators (3): Co-Investigators on the project will contribute professional program evaluation expertise, including consultation on the development of the research design, measures, and data analysis plan.

4. During the term of this SOW and for a period of five (5) years thereafter, Contractor shall have available and shall provide at any time upon request to an authorized representative of federal, State, or County governments, a list of all persons by name, title, professional degree, and experience who are providing services during the term of the contract period.
5. Contractor shall provide County with the name and resume of each staff member identified in its budget. Contractor shall provide County with a resume of each proposed substitute staff and an opportunity to interview such person prior to any staff member substitution.
6. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this SOW. Contractor shall be responsible for the training of appropriate employees concerning applicable federal, State and County laws, regulations, guidelines, directives, and administrative procedures.

G. REIMBURSEMENT AND CLAIMS SUBMISSION

Reimbursement Structure: Contractor will be reimbursed for actual reimbursable costs incurred while providing services designated in this SOW in accordance with the dollar amounts listed in the Schedule(s) and detailed in the Budget(s) attached hereto and incorporated herein by reference, and as such costs are reflected in Contractor's billing statements. The definition of "services" shall include time spent performing any service activities designated in this SOW and shall also include time spent on preparation for such service activities.

Reimbursement may be delayed and/or disallowed if Contractor is non-compliant with the terms of the SOW including, but not limited to, failure to complete County approved Evaluation Plan services on-time and in-full, submit required reports on-time and in-full, submit data/documentation reflective of all services as outlined in the County approved Evaluation Plan, and appropriately document or input service data into the CalOMS Pv database as required. In no event shall County's compensation to Contractor exceed the one-twelfth (1/12) monthly maximum allocation stated herein.

H. QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the Substance Abuse Prevention and Control Master Audit Program; County Standard Terms and Conditions; as required in the PERFORMANCE BENCHMARKS AND DASHBOARDS Paragraph of the Contract; as required in the QUALITY CONTROL paragraph of this Statement of Work, and the following additional requirements:

1. County Monitoring: Monitoring visits will occur at least once each fiscal year to determine completion of activities. Documentation, in addition to CalOMS Pv reporting, is required to substantiate the provision of services and claims reimbursements. Unsubstantiated and/or incomplete activities will be discussed and included as an area of deficiency in the monitoring site visit report as applicable. All areas of deficiency and/or technical assistance needs will require a written Corrective Action Plan (CAP) where the Contractor must identify the steps to be taken to ensure the deficiencies do not reoccur. A CAP follow-up visit will occur in the next fiscal year.

2. County Observations: In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

AODPS.ES

[INSERT AGENCY NAME]
SCHEDULE [SAPC INSERT BEFORE LOCKING]
Alcohol and Other Drug Prevention Services (AODPS)
Evaluation Services (ES)

COST REIMBURSEMENT:

	<u>Period of 07/01/14 to 06/30/15</u>	<u>07/01/15 to 06/30/16</u>	<u>07/01/16 to 06/30/17</u>
1. Maximum Allocation	\$[insert]	\$[insert]	\$[insert]
2. Projected Revenue	\$[insert]	\$[insert]	\$[insert]
3. Gross Program Allocation (Item 1 plus Item 2)	\$[insert]	\$[insert]	\$[insert]
4. Maximum Monthly Amount/ Allocation (Item 1 divided by the number of months in the period)	\$[insert]	\$[insert]	\$[insert]

Contractor's reimbursement for travel related expenses listed below shall be limited to the County rates. The rates listed below are currently in effect and shall automatically be revised at such times as County rates are revised.

Mileage: \$ 0.52.5	cents per mile.
Meals: \$69.75	per day for periods of more than 24 hours. Actual expenses must be supported by applicable receipts. Meals purchased within Los Angeles County cannot be reimbursed.
\$ 0.00	per day, for periods of 12-24 hours.

Contractor's reimbursement for travel related lodging shall be limited to \$209.75 per night, plus all taxes included on the voucher for a single occupancy hotel accommodation. This amount equals County's maximum allowable amount for lodging plus a major city differential, as set forth in County's Adjustment of Travel Expenses Reimbursements Effective February 1, 2014. Reimbursement without a voucher shall be \$20.00 per night. These limits shall automatically be revised at such times as County's maximum allowable amounts for these categories are revised.

Reallocation of funds between SOWs is not permitted under this Contract.

County reserves the right to withhold payments to Contractor for reasons set forth in this Contract, including, but not limited to Paragraph 5, Subparagraph H, and Paragraph 15, Subparagraph G of the CONTRACT.

AODPS.ES

[INSERT AGENCY NAME]
BUDGET [SAPC INSERT BEFORE LOCKING]
Alcohol and Other Drug Prevention Services (AODPS)
Evaluation Services (ES)

ITEM:

	<u>Period of 07/01/14 to 06/30/15</u>	<u>07/01/15 to 06/30/16</u>	<u>07/01/16 to 06/30/17</u>
1. Salaries	\$[insert]	\$[insert]	\$[insert]
2. Facility Rent/Lease	\$[insert]	\$[insert]	\$[insert]
3. Equipment Leases	\$[insert]	\$[insert]	\$[insert]
4. Services and Supplies	\$[insert]	\$[insert]	\$[insert]
5. Administrative Overhead	\$[insert]	\$[insert]	\$[insert]
6. Gross Budget	\$[insert]	\$[insert]	\$[insert]

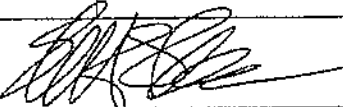
County reserves the right to withhold payments to Contractor for reasons set forth in this Contract, including, but not limited to Paragraph 5, Subparagraph H, and Paragraph 15, Subparagraph G of the CONTRACT.

AODPS.ES

**SOLE SOURCE CHECKLIST
FOR SAN FERNANDO VALLEY PARTNERSHIP, INC.**

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS <i>Identify applicable justification and provide documentation for each checked item</i>
	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation).
✓	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
✓	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
✓	<p>➤ Other reason. Please explain:</p> <p>The Alcohol and Other Drug Prevention Services Request for Proposals (AODPS RFP) indicated there would be up to eight Environmental Prevention Services (EPS) awards (one per Service Planning Area [SPA]), and the contract amount would vary by SPA based on need. Since the AODPS RFP focused on youth and young adults, need was defined as the percent of individuals zero through 24 residing at or below 100 percent Federal Poverty Level for each SPA relative to the total County percentage.</p> <p>DPH did not receive any qualified EPS proposals for SPA 2 by the deadline. Therefore, as a result of the competitive selection process SPA 2 would be underserved and would not have an EPS contractor to coordinate the alcohol related policy and service efforts or lead the SPA-based coalition as outlined in the RFP. Upon review of substance abuse prevention agencies, which included those who applied for CPS services in SPA 2 and were not awarded a contract, only San Fernando Valley Partnership met the criteria to provide these EPS services as outlined in the RFP. San Fernando Valley Partnership, Inc. responded to the competitive selection process to provide services in SPA 2; however, due to restrictions under this process was ineligible from further consideration.</p> <p>Substance Abuse Prevention Control reviewed the capacity and qualifications of its prevention contractors currently serving SPA 2 and identified only one agency with the existing skills and community relationships to effectively deliver the EPS. This service</p>

**SOLE SOURCE CHECKLIST
FOR SAN FERNANDO VALLEY PARTNERSHIP, INC.**

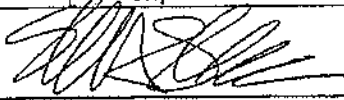
	<p>type requires specific experience to implement the services by the start date and must have established relationships in SPA 2 to obtain the community feedback and participation required for the comprehensive assessment. The San Fernando Valley Partnership, Inc. currently provides prevention services in the target area and would be able to effectively and efficiently initiate the required services. It would be cost-effective to obtain these services from an existing provider with the necessary experience and established relationships in the target area.</p>
 _____ Sheila Shima Deputy Chief Executive Officer, CEO	<p style="text-align: right;">11/22/11</p> _____ Date

**SOLE SOURCE CHECKLIST
FOR PUEBLO Y SALUD, INC.**


ATTACHMENT E

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS <i>Identify applicable justification and provide documentation for each checked item</i>
	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation).
✓	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
✓	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
✓	<p>➤ Other reason. Please explain:</p> <p>The Alcohol and Other Drug Prevention Services Request for Proposals (AODPS RFP) indicated there would be up to 33 Comprehensive Prevention Services (CPS) awards (Service Planning Areas [SPA] ranked by need), where SPA 1 was allocated one contract. Since the AODPS RFP focused on youth and young adults, need was defined as the percent of individuals zero through 24 residing at or below 100 percent Federal Poverty Level for each SPA relative to the total County percentage.</p> <p>For SPA 1, DPH did not receive any applications for CPS. As a result of the competitive selection process, SPA 1 would be underserved since no CPS services would be provided. Pueblo Y Salud did submit a qualified EPS proposal for SPA 1 but was not awarded due to RFP restrictions on the number of available EPS contracts per SPA. However, the response did establish their qualifications to provide CPS services in the target SPA.</p> <p>Substance Abuse Prevention Control reviewed the capacity and qualifications of its substance abuse contractors currently serving SPA 1- and determined only one agency with the existing skills and community relationships to effectively deliver the CPS which is focused on both community and individual level of services to decrease alcohol and other drug availability and accessibility among the youth and young adults in the area. This service type requires specific experience to implement the services by the start date and must have established relationships in SPA 1 to obtain the</p>


**SOLE SOURCE CHECKLIST
FOR PUEBLO Y SALUD, INC.**

	<p>community feedback and participation required for the comprehensive assessment. Pueblo Y Salud, Inc. currently provides prevention services in the target area and would be able to effectively and efficiently initiate the required services. It would be cost-effective to obtain these services from an existing provider with the necessary experience and established relationships in the target area.</p>
 Sheila Shima Deputy Chief Executive Officer, CEO	<u>11/22/11</u> Date

**SOLE SOURCE CHECKLIST
FOR LOS ANGELES COUNTY OFFICE OF EDUCATION
FRIDAY NIGHT LIVE**

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS <i>Identify applicable justification and provide documentation for each checked item</i>
✓	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation).
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
✓	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
✓	<p>➤ Other reason. Please explain:</p> <p>➤ SAPC has determined that the Los Angeles County Office of Education (LACOE) is the most qualified provider because it has the capacity to deliver the Friday Night Live (FNL) Services by the required start time identified in the RFP and is currently the only existing contactor delivering the FNL program services countywide.</p> <p>LACOE-FNL is funded by the California Department of Alcohol and Drug Programs to provide a school-based prevention program focusing on community, individual, and classroom level services to decrease alcohol and other drug availability and accessibility among school-age youth. This service type requires specific experience and must have established relationships with the community to obtain feedback and participation required for the comprehensive assessment. Furthermore, FNL services require formal affiliation with school sites which LACOE has as the provider for these services for over 10 years and will be able to effectively and efficiently initiate the required services. It would be cost-effective to continue these services with an existing provider that has the indispensable experience and established necessary relationships countywide.</p>
 Sheila Shima Deputy Chief Executive Officer, CEO	11/21/11 Date

**SOLE SOURCE CHECKLIST
FOR LOS ANGELES COUNTY OFFICE OF EDUCATION
COMPREHENSIVE PREVENTION SERVICES**

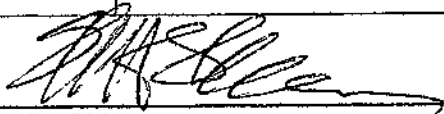
Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS <i>Identify applicable justification and provide documentation for each checked item</i>
✓	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation).
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
✓	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
✓	<p>➤ Other reason. Please explain:</p> <p>➤ SAPC has determined that the Los Angeles County Office of Education (LACOE) is the most qualified provider because it has the capacity to deliver the services by the required start time and is currently the only existing contractor with the capacity to deliver the Friday Night Live Services (FNL) (see Attachment D), and as a result the only agency with the capacity to provide the adjunct Alcohol and Other Drug Prevention Services – Comprehensive Prevention Services (AODPS – CPS) program services. Similar services are already provided by LACOE and are necessary to provide the full range of FNL services; however, program modifications will be necessary to meet new requirements for the AODPS – CPS agreement. This includes the need to identify geographic areas of greatest need among school-age youth through a comprehensive assessment.</p> <p>LACOE-FNL (Attachment D) and AODPS –CPS adjunct services (Attachment E) collectively provide a school-based prevention program focusing on community, individual, classroom, and after-school services to decrease alcohol and other drug availability and accessibility among school-age youth. This service type requires specific experience, including formal affiliation with schools and the community. LACOE has provided these services for over 10 years and will be able to effectively and efficiently implement the required services. In addition, it would be more cost-effective for LACOE to continue providing these services due to their experience and affiliation with school-sites as required.</p>
 Sheila Shima Deputy Chief Executive Officer, CEO	11/21/11 Date

**SOLE SOURCE CHECKLIST
FOR UNIVERSITY OF SOUTHERN CALIFORNIA (USC)**

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS <i>Identify applicable justification and provide documentation for each checked item</i>
✓	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation).
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
✓	➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
✓	<p>➤ Other reason. Please explain:</p> <p>The prevention evaluation seeks to address the following two goals: (1) determine whether the County's goals and objectives were met over the three year contract term as a result of the funding of community-based organizations, and (2) determine whether SAPC's emphasis on the Strategic Prevention Framework and on organized community involvement (i.e., prevention coalitions) helped achieve the desired results. The EPS and CPS contracts selected under the RFP are funded with federal Substance Abuse and Mental Health Services Administration (SAMHSA) Substance Abuse Prevention and Treatment Block Grant prevention set-aside funds. Therefore, it was important to select a university with extensive knowledge of those requirements as well as established local evaluation and research experience in this field.</p> <p>SAPC has determined that the University of Southern California's (USC) Department of Preventive Medicine is uniquely qualified to conduct the process and outcome evaluation for the substance abuse prevention system of services that includes contractors selected under the RFP process. USC is one of the few universities in Los Angeles County with current federal funding to conduct alcohol and other drug (AOD) prevention research among local populations. In a review of recent/active grant awards SAMHSA, the Center for Substance Abuse Prevention (CSAP), and the National Institutes of Health, SAPC found that only UCLA and Loyola Marymount also had federal AOD prevention research funding for work with local populations. (The other institutions we reviewed were Claremont Graduate University, Claremont McKenna University, Occidental College, Pitzer College and the California State Universities.) In comparison to Loyola Marymount's single award for \$163,404 from the National Institute on Alcohol Abuse and Alcoholism (NIAAA) and three awards to UCLA for local prevention efforts totaling almost \$950,000 from NIDA and the National Center on Birth Defects and Developmental Disabilities, USC had almost \$1,500,000 in local AOD prevention funding amounting to nearly 40% of the total AOD research dollars awarded to USC by NIAAA, NIDA, National Institute of Child Health and Human Development, and National Cancer Institute in 2010-2011. USC's experience in local substance abuse prevention services/evaluation, coupled with their experience as described herein established that USC was the only local university with sufficient experience to conduct as evaluation of the required scope. Furthermore, SAPC sought the services of a university that is highly experienced in the substance abuse prevention field that is not currently evaluating its treatment services to maintain the integrity of both processes.</p> <p>The faculty members in the USC Department of Preventive Medicine are acknowledged national</p>

**SOLE SOURCE CHECKLIST
FOR UNIVERSITY OF SOUTHERN CALIFORNIA (USC)**

experts in evaluating substance abuse prevention programs, translating prevention research to practice in Los Angeles County, and informing health promotion and drug prevention policy. In addition, the USC team is already well-versed in key components of the Strategic Prevention Framework and survey design and implementation [California Healthy Kids Survey] which will enhance the quality of the evaluation and prevent start-up delays. Their expertise will also better ensure SAPC will implement an effective county-wide baseline assessment during the planning and implementation phase, and collect data (both SAPC and contractors) according to established standards and the SAPC's evaluation plan. The redesign of SAPC's prevention services, and in preparation of expected system changes under Health Care Reform, necessitates an experienced substance abuse prevention evaluator with the ability to ensure stated objectives and outcomes are met as expected.



Sheila Shima
Deputy Chief Executive Officer, CEO

11/21/11

Date